

THE YOUNG CLERK'S
VADE MECUM:

OR COMPLEAT
ENGLISH LAW TUTOR.

CONTAINING,

A Variety of the most useful Precedents of Articles of Agreement, Bonds, Bills, Releases, Letters and Warrants of Attorney, Awards, Bills of Sale, Gifts, Grants, Leases, Assignments, Mortgages, Judgments, Surrenders, Jointures, Covenants, Co-partnerships, Charter-parties, Letters of Licence, Compositions, Conveyances, Partitions, Wills, and all other Instruments that relate to public Business.

WITH

Necessary Directions for making Distresses for Rent, as the Law between Landlord and Tenant now stands.

TO WHICH IS ADDED,

The Doctrine of Fines and Recoveries, and their Forms.

TOGETHER WITH THOSE OF

Common Writs, Affidavits, Memorials for Registering Deeds, and Assignments of Judgments, pursuant to the several Acts of Parliament made in *Ireland*.

AS ALSO,

A choice Collection of Declarations in the *King's Bench*, *Common Pleas*, and *Exchequer*.

The Whole greatly enlarged and improved in this

NINTH EDITION.

To all which is now added, a large Collection of Precedents, relating to the Office of Justice of the Peace.

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Francis Sargent Decem 1800

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THE

THE YOUNG CLERK'S
V A D E M E C U M:

OR,

COMPLEAT LAW-TUTOR.

Of Bills for Money.

THIS Treatise I shall begin with Bills and Bonds, for the Payment of Money, and obliging other Duties: And these Instruments, tho' small in their Kinds, yet are of Importance to the Public Credit.

A Bill is defin'd to be a Writing, wherein one Man is bound to another, to pay a Sum of Money on a Day that is future or presently on Demand, according to the Agreement of the Parties at the Time it is entered into, and the Dealings between them: And is divided into several Sorts, as a Bill that is single, a Bill that is penal, a Promissory Note for Money, &c. of which the usual Precedents are the following:

A common Note for Money.

I promise to pay to Mr. C. D. or Order, the Sum of fifty Pounds, for Value received, within three Months after Date hereof (or on Demand if it be a pre-

a present Duty) Witness my Hand, this 20th Day
of August 1762. A. B.

A single Bill for the Payment of Money.

KNOW ALL MEN by these Presents, that I. A. B. of, &c. do owe and am indebted to C. D. of, &c. in the Sum of fifty Pounds of lawful Money of Great Britain, which I promise to pay unto the said C. D. his Executors, Administrators or Assigns, at or upon the first Day of October next ensuing the Date of these Presents. In Witness whereof I have hereunto set my Hand and Seal, the 20th Day of August, in the Year of our Lord 1762. A. B.

A penal Bill for the Payment of a Sum of Money.

KNOW ALL MEN by these Presents, That I A. B. of the Parish of, &c. Gent. do owe unto C. D. of the Parish of, &c. in the County of, &c. Esq. the Sum of one hundred Pounds of lawful British Money, to be paid unto the said C. D. his Executors, Administrators, or Assigns, on, &c. next ensuing the Date hereof, for which Payment, well and truly to be made, I bind myself, my Heirs, Executors, and Administrators, to the said C. D. his Executors, Administrators and Assigns, in the Penalty of Two hundred Pounds, firmly by these Presents. In Witness, &c.

A. B.

To these Bills for Money it is requisite that there should be Witnesses for their better Proof. And Promissory Notes may be assigned by Indorsement, as Bills of Exchange; every Indorse is liable: But no Drawer is obliged to pay Costs or Interest, unless the Bill be protested within three Days after due, in case of Non-payment. Protest is necessary were a Bill is refused to be accepted. *Vide Stat. 3 & 4 Anne c. 9.*

Of

Of Bonds and Conditions of Bonds.

A Bond is a Writing Obligatory, for Payment of Money, &c. consisting of two Parts. 1st. The Obligation, wherein are inserted the Names of the Parties and their Additions, the Penalty, Date, &c. And 2dly, The Condition, which expressly mentions what Money is to be paid, or Thing to be performed, and the limited Time for Performance thereof; for which the Obligation is peremptorily binding.

When the Matter or Thing to be done or not to be done by a Condition, is unlawful or impossible, or the Condition is repugnant, insensible or incertain, it is void. And if a Thing be possible at the Time of making the Obligation, but afterwards becomes impossible by the Act of God, or of the Law, or of the Obligee, it will be void. Also if a Man or Woman is compell'd for fear of Imprisonment to enter into a Bond, &c. such Compulsion will frustrate the Bond. *Co. Litt.*

But an Obligation may be good, altho' it contains false *Latin*, or false *English*, if the Intent of the Parties appears, and may be made certain.

Where no Place is mentioned for the Payment of Money on a Bond, the Obligor is to find out the Obligee, if he be within the Kingdom of *Ireland*: And if a Day is not set for the Payment of Money, the Debt is due presently; but if it be on a Mortgage, the Party shall have Time during Life, unless hasten'd by Request. 1 *Inst.* 208, 209.

In Obligations, he to whom the Obligation is made is called the Obligee, and he who is bound is called the Obligor. In other Writings the Parties are stiled according to the legal Terms, as Vendor, Vendee, Lessor, Lessee, Mortgagor, Mortgagee, Grantor, Grantee, Donor, Donee, &c. But all Parties must be of the full Age of 21 Years; for Infants cannot make any Obligation or Covenant, &c. unless it be

for Necessaries, Apparel, Schooling, &c. Persons of full Age must also be of sound Mind, and not Lunatics, Ideots, &c. *Co. Lit.* 171. 4 *Co. Rep.* 126.

A Bond from one to one.

KNOW all Men by these Presents, That I *John A.* of the Parish of, &c. in the County of, &c. Gentleman, am held and firmly bound to *William B.* of &c. in the County, &c. Esquire, in One hundred Pounds of good and lawful Money of *Great Britain*, to be paid to the said *William B.* or to his certain Attorney, his Executors, Administrators or Assigns; for which Payment well and truly to be made, I bind my self, my Heirs, Executors and Administrators, firmly by these Presents, sealed with my Seal: Dated this fifth Day of October, in the Second Year of the Reign of our Sovereign Lord *George* the Third, by the Grace of God of *Great-Britain, France and Ireland*, King, Defender of the Faith, &c. and in the Year of our Lord, One Thousand seven Hundred and Sixty-two,

THE CONDITION of this Obligation is such, That if the above bound *J. A.* his Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the above nam'd *W. B.* his Executors, Administrators or Assigns, the full Sum of Fifty-two Pounds and ten Shillings, of lawful Money of *Great-Britain*, on or before the fifth Day of *January* next ensuing the Date hereof; Then this Obligation shall be void, otherwise it shall remain in full Force and Virtue.

*Sealed and Delivered
in the Presence of*

A Bond wherein two Persons are bound to one.

KNOW all Men by these Presents, That we *William A.* of, &c, in the County of, &c. Gentleman,

man, and *John B.* of, &c. in the County of, &c. Yeoman, are held and firmly bound unto *Thomas C.* of, &c. Esquire, in Two hundred Pounds of good and lawful Money of *Great-Britain*, to be paid to the said *Thomas C.* or his certain Attorney, Executors, Administrators or Assigns; for which Payment to be well and truly made, we bind our selves, and each of us by himself, for and in the whole, our Heirs, Executors and Administrators, and of each of us, jointly and severally, firmly by these Presents. Sealed with our Seals: Dated the — Day of, &c. in the Year of the Reign, &c.

THE CONDITION of this Obligation is such, That if the above-bound *W. A.* and *J. B.* or either of them, their, or either of their Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the said *T. C.* his Executors, Administrators or Assigns, the Sum of One hundred Pounds of lawful *British* Money, with Interest for the same, after the Rate of &c. *per Cent. per Ann.* on the Day, &c. which will be in the Year of our Lord, &c. Then, &c. or else. &c.

A Bond from one Person to two.

KNOW all Men by these Presents, that I *Lawrence A.* of, &c. am held and firmly bound to *Matthew B.* of, &c. and *Nathaniel C.* of, &c. in Five hundred Pounds of good and lawful Money of *Great-Britain*, to be paid to the said *Matthew B.* and *Nathaniel C.* or one of them, or to their certain Attornies, Executors, Administrators or Assigns; For which Payment, well and truly to be made, I bind myself, my Heirs, Executors and Administrators, firmly by these Presents. Sealed with my Seal, &c.

THE CONDITION of this Obligation is such, That if the above-bound *L. A.* his Heirs, Executors or Administrators, do and shall well and truly

B 2

pay,

pay, or cause to be paid, unto the above-named *M. B.* and *N. C.* or either of them, their, or either of their Executors, Administrators or Assigns, the full Sum of, £*c.* at and upon, £*c.* Then, £*c.* or else, £*c.*

A Bond with Warrant of Attorney to confess Judgment in the Body thereof, commonly call'd A Kerry Bond.

From One to One.

THIS BILL bindeth me *Henry J.* of, £*c.* in the just Sum of Twenty Pounds, *Sterl.* to be paid unto *John R.* of, £*c.* his Executors, Administrators, or Assigns, at or upon the first Day of *November* next: For the true Payment whereof, I bind me, my Heirs, Executors and Administrators, in the penal Sum of Forty Pounds. And further, I do hereby authorise and impower *John Arnold*, Gent, Attorney, or any other Attorney of his Majesty's Court of *King's Bench*, or any other Court of Record in *Ireland*, *Great-Britain*, or elsewhere, to appear for me the said *Henry J.* and after one or more Declarations filed for the above Penalty, thereupon to acknowledge Judgment or Judgments, as of any Term or Time after the Date hereof; with Stay of Execution until the said first Day of *November* next: And I do hereby release all Error and Errors that may happen to be in or about obtaining the said Judgment or Judgments. Witness my Hand and Seal this tenth Day of *April*, one Thousand, seven Hundred and Sixty-two.

*Signed, Sealed, and Delivered
in the Presence of*

*Clements Thirsty,
Michael Clumsy.*

Henry J. ☉

A Kerry

A Kerry Bond from Two to One.

THIS BILL bindeth us, *M. I.* and *H. I.* both of, &c. Farmers, jointly and severally, in the just Sum of thirty Pounds, *Sterling*, to be paid unto *Isaiab C.* of, &c. his Executors, Administrators, or Assigns, at or upon the first Day of *June* next: For the true Payment whereof, we bind us and each of us, our and each of our Heirs, Executors, and Administrators, jointly and severally for the Whole, in the penal Sum of sixty Pounds. And further, we do hereby authorise and impower *R. D. Gent.* Attorney, or any other Attorney of his Majesty's Court of *Exchequer*, or any other Court of Record in *Ireland*, *Great-Britain*, or elsewhere, to appear for us the said *M. I.* and *H. I.* or either of us, and after one or more Declarations filed for the above Penalty, thereupon to acknowledge Judgment or Judgments, as of any Term or Time after the Date hereof; with Stay of Execution until the said first Day of *June* next: And we do hereby release all Error and Errors that may happen to be in or about obtaining the said Judgment or Judgments. Witness our Hands and Seals, this tenth Day of, &c.

A Bail-Bond.

KNOW all Men by these Presents, That we *C. D.* of, &c. *E. F.* of, &c. and *J. Doe*, are held and firmly bound unto *G. H. Esquire*, Sheriff of the County aforesaid, in forty Pounds, of good and lawful Money of *Great Britain*, to be paid to the said Sheriff, or to his certain Attorney, his Executors, Administrators or Assigns; for which Payment, to be well and truly made, we bind ourselves, and every of us by himself, for and in the Whole, our Heirs, Executors and Administrators, and of every of us, firmly by these Presents. Sealed with our Seals: Dated the tenth Day of, &c. in the Second Year of

the Reign, &c. and in the Year of our Lord one Thousand, seven Hundred and Sixty-two.

THE Condition of this Obligation is such, That if the above-bound *C. D.* do appear before the Justices of our Lord the King at *Westminster*, on the Day, &c. to answer to *A. C.* Gentleman, of a Plea of Trespass, and also to a Plea of Action of Debt for twenty Pounds upon Demand; (or to answer to the said *A.* according to the Custom of the Court, &c. in a certain Plea of Trespass upon the Case on Promise, &c. to the Damage of the said *A.* twenty Pounds) then this present obligation to be void and of none Effect, or else to stand and remain in full Force and Virtue.

Note: These Forms of Bonds and Obligations, are sufficient to instruct the *Young Clerk* in the filling up all Bonds; and here follow great Variety of Conditions of Bonds, fitting most Occasions.

Conditions of Bonds.

A Condition of a Bond to pay Money at several Days.

THE Condition of this Obligation is such, That if the above-bound *A. B.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid, unto the above-named *C. D.* his Executors, Administrators or Assigns, the full Sum of One Hundred and fifty Pounds, of lawful *British* Money, in Manner following, (*viz.*) The Sum of fifty Pounds, Part thereof, on the 20th Day of *December* next ensuing the Date above-written; fifty Pounds more thereof, on the 20th Day of *March* then next following, and fifty Pounds more Residue, and in full Payment thereof, on the 20th Day of *June*, which will be in the Year of our Lord one Thousand seven Hundred and Sixty-three, Then this Obligation to be void: But if Default shall be made of or in Pay-

Payment of any of the said several and respective Sums of Money above-mentioned, or any Part thereof, on any of the said several and respective Days above limited for the Payment of the same; Then this Obligation to remain in full Force.

If a Condition be to pay a Sum of Money at a Place certain, say, if the above-bound A. B. his, &c. do well and truly pay, or cause to be paid, unto the above-named C. D. his, &c. the full Sum of, &c. on, &c. at, or in the now Dwelling-house of the said C. D. situate, &c. Then, &c.

A Condition of a Bond for the Payment of Money Quarterly.

THE Condition of this Obligation is such, That if the above-bound A. B. his Heirs, Executors or Administrators, do well and truly pay, or cause to be paid, unto the above-named C. D. his Executors, Administrators or Assigns, the full Sum of One hundred Pounds of lawful Money of Great Britain, in Manner following, (that is to say) the Sum of ten Pounds thereof on the 29th Day of September next ensuing the Date of the above written Obligation; the Sum of ten Pounds more thereof on the 25th Day of December then next ensuing; the Sum of ten Pounds more thereof on the 25th Day of March, which will be in the Year of our Lord, &c. the Sum of ten Pounds more thereof on, &c. then next ensuing; and so quarterly every Quarter of a Year, one next and immediately ensuing another, on every of the Quarter-days aforesaid, the Sum of ten Pounds, until the said Sum of one hundred Pounds shall be in such Manner fully satisfied, contented and paid; That then, &c. But if Default shall be made of or in Payment of the said Sum of one hundred Pounds, or any Part thereof, in Manner aforesaid, Then, &c.

*A Condition of a Counter-bond, or a Bond of Indemnity,
where one Man is bound for another.*

THE Condition of this Obligation is such, That whereas the above-named *A. B.* at the Request, and for the only proper Debt and Duty of the above-bound *C. D.* with him the said *C. D.* is in and by one Bond or Obligation, bearing equal Date with the Obligation above-written, held and firmly bound unto *E. F.* of, &c. in the penal Sum of Five hundred Pounds of lawful *British* Money, conditioned for the Payment of Two hundred and fifty Pounds, with legal Interest for the same, on, &c. next ensuing the Day of the Date of the said recited Obligation, as in and by the said Obligation and Condition thereof may more fully and at large appear. If therefore the said *C. D.* his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *E. F.* his Executors, Administrators or Assigns, the said Sum of Two hundred and fifty Pounds, with legal Interest, on said Day, &c. next ensuing the Date of the said recited Obligation, according to the true Intent and Meaning, and in full Discharge and Satisfaction of the said recited Obligation, Then, &c. or else, &c.

A Counter-Condition where one Man is Bail for another.

WHEREAS the above named *A. B.* at the special Instance and Request of the above-bound *C. D.* together with the said *C. D.* and *F. N.* is bound to *J. D.* Esq; Sheriff of the County of, &c. in the penal Sum of, &c. conditioned for the Appearance of the said *C. D.* before the King's Justices at *Westminster*, &c. on, &c. next, to answer *G. H.* in a Plea of Debt of 50*l.* (or in a Plea of, &c.) as by the Obligation and Condition thereof may appear. Now the Condition of this Obligation is such, That if the said *C. D.* do and shall appear according to the Con-
dation

dition of the said Bond, and as the Law in such Cases requires ; and if he the said C. D. his Heirs, Executors or Administrators, shall also from Time to Time, and at all Times hereafter, save harmless and indemnify him the said A. B. his Executors and Administrators, and his and their Goods and Chattels, off and from all Damages, Sums of Money, Costs and Charges, which he or they, or any of them, shall or may at any Time or Times hereafter sustain and be put unto, by Reason of his the said A. B's. being bound for the Appearance of the said C. D. as aforesaid ; then, &c. or else, &c.

Or the Condition may be thus : If therefore the said C. D. shall appear before the said Justices at *Westminster*, &c. at the Day aforesaid, to answer the said G. H. in the Plea aforesaid, in Discharge of the said Obligation, &c. Then, &c.

A Condition of indemnity on a Sheriff's granting a Replevin.

THE Condition of this Obligation is such, That if the above-bound B. C. do appear at the next County-Court, to be holden at, &c. in the County of, &c. aforesaid, and then and there prosecute his Action with Effect against E. F. for the taking and detaining his Cattle, (*viz.*) Two Cows, two Horses, &c. and do also make Return thereof, if a Return shall be adjudged by Law, and do also keep harmless and indemnify the above named Sheriff, his Under Sheriffs and Bailiffs, for, touching and concerning the Replevying and Delivery of the said Cattle ; Then, &c. or else, &c.

A Condition to perform Covenants in a Deed.

THE Condition of this Obligation is such, That if the above-bound A. B. his Heirs, Executors and Administrators, and every of them, do and shall in all Things well and truly observe, perform, fulfil,

fulfil, accomplish, pay and keep all and singular the Covenants, Grants, Articles, Clauses, Provisoos, Payments, Conditions and Agreements, which on the Part and Behalf of the said *A. B.* his Heirs, Executors and Administrators, are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in certain Indentures, bearing even Date with the above-written Obligation, made or mentioned to be made between the said *A. B.* of the one Part, and the above-named *C. D.* of the other Part, (or in one Pair of Indentures of Lease made between, &c.) according to the true Intent and Meaning of the same Indentures; Then, &c.

A Condition to pay a Sum of Money on the Day of Marriage, or Death of the Obligor.

THE Condition of this Obligation is such, That if the above-bound *H. I.* his Heirs, Executors, Administrators or Assigns, do well and truly pay, or cause to be paid, unto the above-named *C. E.* his Executors, Administrators or Assigns, the Sum of fifty Pounds of lawful *British* Money, within three Months next after the Solemnization of the Marriage of the said *H. I.* or the Time of the Death of him the said *H. I.* which of them shall first happen, after the Date of the above-written Obligation; Then, &c. or else, &c.

N. B. Sometimes *Things are sold* on Condition of Payment of so much Money on the Day of Marriage, &c. and then you must recite, *WHEREAS* the above-named *C. E.* hath sold unto the above-bound *H. I.* one Horse, &c. for the Sum of, &c. to be paid unto him the said *C. E.* his Executors, &c. at or upon the Day of Marriage, or Hour of Death of the said *H. I.* which shall first happen. If therefore the said *H. I.* &c. as above.

A Condition for paying Money at the Expiration of an Apprenticeship, or on Marriage.

WHEREAS the above-bound *W. L.* by Indenture of Apprenticeship, bearing Date, &c. hath placed himself Apprentice unto, &c. with him to dwell and serve as his Apprentice from, &c. unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprenticeship more at large appears. **AND** WHEREAS the above-named *C. E.* hath before the Day of the Date hereof, at several Times, lent to and paid for the said *W. L.* several Sums of Money, for which the said *C. E.* is content to take his Bond, payable at the Expiration of the Apprenticeship of the said *W. L.* as aforesaid, or the Day of Marriage of the said *W. L.* which shall first happen. If therefore the said *W. L.* his Heirs, Executors or Administrators, or any of them, do well and truly pay, or cause to be paid, unto the said *C. E.* his Executors, Administrators or Assigns, the full Sum of, &c. at the End and Expiration of the said Apprenticeship of the said *W. L.* above-mentioned, or at the Day of Marriage of him the said *W. L.* which of them shall first and next happen after the Date of the above-written Obligation; Then, &c. or else, &c.

A Condition to marry a Woman at a Day limited, or pay a Sum of Money.

THE Condition of this Obligation is such, That if the above-bound *A. B.* do on or before, &c. according to the Usage and Ceremony of the Church of *Ireland*, espouse and marry *E. D.* Daughter of, &c. if the said *E. D.* will thereunto assent, and the Laws of this Realm permit the same. Or if it shall happen the said *A. B.* shall not marry and take to Wife the said *E. D.* as aforesaid; If then
he

he the said *A. B.* do and shall well and truly pay, or cause to be paid unto the said *E. D.* her Executors, Administrators or Assigns, (or to the above-named *T. D.* for her Use, &c.) the full Sum of 500*l.* of lawful *British* Money in and upon the Day of, &c. next ensuing the said Day, &c. above-mentioned and limited for the said Marriage; Then, &c. or else, &c.

A Condition for the Redemption of a Thing pawned.

WHEREAS the above-named *A. B.* hath received of the above-bound *C. D.* one Diamond Necklace, a suit of Cloaths, Watch, &c. by Agreement to be kept by the said *A. B.* as a Security for the Sum of, &c. by him the said *A. B.* advanced and lent to the said *C. D.* until Redemption thereof, &c. Now the Condition of this Obligation is such, That if the said *C. D.* his Executors or Administrators, do well and truly pay, or cause to be paid unto the said *A. B.* his Heirs, Executors or Assigns, the full Sum of, &c. for the redeeming of the said Necklace, Goods, &c. in and upon, &c. next ensuing the Date above-written; Or on Default of such Payment of the said Sum of, &c. at the Time above limited, If the said *C. D.* his Executors and Administrators, do and shall permit and suffer the said *A. B.* his Executors and Administrators to hold and enjoy to his and their own proper Use and Uses, the said Goods, &c. for the Debt aforesaid; Then, &c.

A Condition to indemnify a Parish against a Bastard Child.

WHEREAS *E. B.* &c. Spinster, hath sworn before, &c. one of his Majesty's Justices of the Peace for the County of, &c. aforesaid, that she is big and pregnant with a Bastard Child; and that the above-bound *C. E.* is the Father of such Child, which, when born, will become chargeable to the Parish of, &c. aforesaid. Now the Condition of this Obligation

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tion is such, That if the above-bound *C. E.* and the said *E. F.* and *G. H.* or either or any of them, their or either or any of their Heirs, Executors or Administrators, do and shall from Time to Time, and at all Times hereafter, fully and clearly acquit and discharge, or well and sufficiently save and keep harmless and indemnified, as well the above-named *L. M.* and *N. O.* Church-Warden and Overseer of the Poor of the Parish of, &c. aforesaid, and their Successors for the Time being, and every of them; as also all the Inhabitants and Parishioners of the said Parish of, &c. which now are, or hereafter shall be for the Time being, and every of them, of and from all Manner of Expences, Damages, Costs and Charges whatsoever, which shall or may at any Time hereafter arise, happen, grow or be imposed upon them, or either or any of them, for or by Reason or Means of the said *E. B.*'s being great with Child, as aforesaid; or for or by Reason or Means of the Birth, Maintenance, Education, and bringing up of such Child or Children, that she the said *E. B.* now goeth with and shall be delivered of; and of and from all other Actions, Suits, Troubles, Charges, Damages and Demands whatsoever, touching and concerning the same; Then, &c. or else, &c.

A Condition to keep a Person during Life, and also indemnify the Parish, &c.

THE Condition of this Obligation is such, That whereas the above-bound *P. H.* for and in Consideration of a competent Sum of Money to him in Hand paid by the above-named *W. M.* hath agreed and undertaken to keep and maintain *J. R.* of, &c. during his Life. If therefore the said *P. H.* his Executors or Administrators, shall from Time to Time, and at all Times hereafter during the natural Life of the said *J. R.* well and sufficiently maintain and keep, or cause to be well and sufficiently maintained and kept, the said *J. R.* in the House of,
C &c.

&c. with Meat, Drink, and all other Things necessary and convenient: And of and from the maintaining and keeping of the said *J. R.* shall from Time to Time discharge the said *W. M.* his Executors and Administrators, and also the Inhabitants of the Parish of, &c. aforesaid; Then, &c.

A Condition for paying an Annuity during Life.

THE Condition of this Obligation is such, That if the above-bound *C. D.* his Heirs, Executors, Administrators or Assigns, do and shall yearly and every Year, during the Life of the said *E. F.* well and truly pay, or cause to be paid, unto the above-named *E. F.* his, &c. one Annuity or Yearly Sum of, &c. at and upon the four usual Feasts or Terms in the Year, (that is to say) on, &c. by even and equal Parts and Portions: The first Payment thereof to begin and be made on the Feast Day of, &c. next ensuing; Then this Obligation shall be void. But if Default shall be made of or in the Payment of the said Annuity, or yearly Sum of, &c. on any of the said Feast Days on which the same ought to be paid, as aforesaid; Then, &c.

A Condition for the faithful service of an Apprentice

THE Condition of this Obligation is such, That whereas *A. B.* Son of the above-bound *J. B.* by Indenture, bearing equal Date with the above-written Obligation, hath bound himself Apprentice to the above-named *C. D.* with him to serve from, &c. unto the full End and Term of Seven Years from thence next ensuing, and fully to be complete and ended, as by the said Indenture of Apprenticeship may more fully appear. If therefore the said *A. B.* do or shall at any Time hereafter, during the said Term of seven Years, embezzle, spend, or make away, or otherwise misemploy or lend upon Trust, without ready Money, to any Person or Persons whatsoever,

whatsoever, without the Consent of the said *C. D.* any of the Goods, Wares, Monies or Merchandize of the said *C. D.* his Executors or Assigns; Then if the above-bound *J. B.* his Executors or Administrators, or any of them, do and shall within one Month next after Request made, and Notice given from Time to Time during the said Term, well and truly pay, or cause to be paid, to the said *C. D.* his Executors or Assigns, the full Sum and Value of all such Goods, Wares, Money or Merchandize, as it shall appear upon lawful Proof the said *A. B.* shall have so spent, embezzled, wasted, misemployed or lent without Consent, as aforesaid, to the Damage of the said *C. D.* his Executors or Assigns; Then, &c.

A Condition for the Trust of a hired Servant.

WHEREAS the above-named *J. L.* hath taken into his Service the above-bound *M. L.* for the Term of two Years, he the said *M. L.* acquitting himself therein with Fidelity towards the said *J. L.* in the Dispatch of the Business committed to his Care. Now the Condition of this Obligation is such, That if the said *M. L.* do and shall for so long Time as he shall dwell as a Servant with the said *J. L.* well and truly serve him the said *J. L.* his Master, without consuming or embezzling any of the Money, Plate, Goods or Chattels of the said *J. L.* or of any other Person or Persons whatsoever, which shall or may be in his Custody or Possession, by Reason of his said Service. And if the said *M. L.* shall, by Negligence or otherwise, consume, waste, or unlawfully make away any Money, Plate, Goods or Chattels of the said *J. L.* or of any other Person, committed to his Care and Custody, as aforesaid; Then if the said *M. L.* the above-bound *E. F.* &c. or any of them, their, or any of their Executors, Administrators or Assigns, or any of them, do and shall within three Months next after due Proof thereof, and Notice given in Writing to the said, &c. or

either of them, make sufficient Recompence and Satisfaction unto the said *J. L.* his, &c. for all Losses and Damages sustained by Means of the said *M. L.* as aforesaid; Then, &c.

A Condition to procure a Freedom for an Apprentice.

THE Condition of this Obligation is such, That if the above-bound *M. L.* his Executors, Administrators or Assigns, do and shall within one Year next after the End of the Apprenticeship of *W. H.* upon request to him or them made by the above-named *W. L.* cause and procure the said *W. H.* to be lawfully and according to the Custom of the City of *London*, admitted into the Freedom of the said City, in the Company of, &c. so as the said *W. H.* shall not be hindered thereof, by Reason of any Act or Thing to be hereafter done by him the said *M. L.* Then, &c.

That a Rent Gatherer shall render a just Account.

WHEREAS the above-named *R. H.* Esq; has retained and employed the above-bounden *R. R.* to be Receiver of the Rents, Issues and Profits of all and singular his the said *R. H.*'s Messuages, Lands and Tenements, situate, lying and being in——— Now the Condition of this Obligation is such, that if the above bounden *R. R.* his Heirs, Executors or Administrators, shall and do from Time to Time and at all Times hereafter, as often as requested by the said *R. H.* his Heirs, Executors, Administrators or Assigns, well and truly pay or cause to be paid unto the said *R. H.* his Heirs, Executors, Administrators or Assigns, all such Sum or Sums of Money, as he the said *R. R.* shall have had or received, of the said Rents, Issues and Profits, and to render to the said *R. H.* and his Heirs, Executors, Administrators or Assigns, a true, just and perfect Account of all and every Sum and Sums of Money, that shall be by him had, received,

ceived, paid, laid out or disbursed, of, from, for, or on Account of the said Lands and Tenements, or the Rents, Issues and Profits thereof, or of, for, or on Account of the said *R. H.* his Heirs, Executors, Administrators or Assigns, and also well, justly, truly and honestly, in every Respect behave himself in the said Office or Employment of Receiver of the aforesaid Rents, Issues and Profits; then this Obligation to be void, or else to remain in full Force.

A Condition for Conveying of Lands to a Purchaser, and for executing an Assignment, &c.

THE Condition of this Obligation is such, That if the above-bound *M. L.* do and shall, upon reasonable Request to him made, and upon Payment of the Sum of, &c. by the above-named *W. H.* his Heirs or Assigns, on or before, &c. next ensuing the Date above-written, convey and assure, or cause to be well and sufficiently conveyed and assured unto the said *W. H.* his Heirs and Assigns, or to such other Person and Persons, and his and their Heirs, as the said *W. H.* shall nominate, limit and appoint, and to such Uses as he shall direct, all that Messuage or Tenement, &c. situate, &c. and also all those Pieces or Parcels of Land, &c. now in the Possession of, &c. by such Conveyances and Assurances in the Law, as by the said *W. H.* his Heirs and Assigns, or his or their Counsel learned in the Law, should be reasonably devised or advised and required, freed and discharged of and from all Incumbrances whatsoever, except, &c. Then, &c. or else, &c.

If it be to make an *Assignment of Lands*, say, seal and execute a good and sufficient Assignment in the Law of all such Estate and Interest, as he the said *M. L.* now hath of and in one Messuage or Tenement, &c. situate, &c. unto the above-named *W. H.* or to some other Person or Persons in Trust for him, &c. Or seal, and execute a Lease for the Term of, &c. Then, &c.

A Condition to make a Jointure to a Wife.

WHEREAS a Marriage is intended to be shortly had and solemnized between the above-bound *M. L.* and *M. H.* Daughter of the above-named *W. H.* with whom the said *M. L.* is to receive a considerable Marriage Portion. Now in Consideration thereof, in case the said Marriage shall take Effect, if the said *M. L.* his Heirs or Assigns, shall within one Year next after the said Marriage so had, or at the Day of his Death, which of them shall first happen, settle, convey and assure, or cause to be settled, conveyed and assured to and upon the said *M. H.* or some other Person or Persons to her Use, Lands and Tenements of a good, perfect and indefeasible Estate in Fee-simple, of the clear yearly Value of, &c. to the only Use of the said *M. H.* and her Assigns, for and during the Term of her natural Life, as and for her Jointure. And if the said Lands, Tenements and Hereditaments, so to be conveyed, settled and assured shall at the Time of the conveying, settling and assuring thereof, be, and from Time to Time, during the Life of the said *M. H.* remain free and clear of and from all Manner of Charges and Incumbrances whatsoever; Then, &c.

A Condition of a Bond, in Consideration of Marriage, to Trustees, for the Benefit of, and as a Provision for the Wife and Children.

THE Condition of this Obligation is such, That whereas a Marriage is shortly to be had and solemnized, between the above-bound *A. B.* and *E. D.* Daughter of the above-named *C. D.* with whom the said *A. B.* is to receive, as a Marriage Portion, the Sum of 600*l.* in Money, or the Value thereof in Goods and Effects: And in Consideration of the said Marriage, and Marriage-Portion, he the said *A. B.* hath agreed to leave to the said *E. D.* and her Children, to be by him begotten, the Sum of 600*l.*

600*l.* to be paid and applied in Manner hereafter mentioned, limited and appointed. If therefore the said Marriage shall take Effect, and the said A. B. shall die in the Life-time of the said E. D. then if the Heirs, Executors or Administrators of him the said A. B. do and shall, within six Months next after his Death, pay or cause to be paid into the Hands of the above-named C. D. E. F. &c. the Sum of 600*l.* to be by them applied upon the Trusts, and for the Ends and Purposes following, (that is to say) That in case the said A. B. shall leave any Child or Children of his Body, on the Body of the said E. begotten, which shall live to be married, or attain the Age of twenty-one Years respectively, the said Trustees, and the Survivors and Survivor of them, shall and ought to pay the said Sum of 600*l.* to the said E. and such Child or Children equally between them, Share and Share alike, (or 300*l.* thereof to the said E. and the other 300*l.* thereof to the Children.) And in the mean Time, until such Child or Children shall be married, or attain the said Age of twenty-one Years respectively, the said Trustees shall and ought to pay the Interest of the said 600*l.* to the said E. towards the Support and Maintenance of the said E. and such Child or Children. And in case the said A. B. shall leave no Issue of his Body on the Body of the said E. begotten; or leaving Issue, and such Issue shall all die before their Marriage, or Age of twenty-one Years, then the said whole Sum of 600*l.* shall and ought to be paid to the said E. her Executors or Administrators; That then, &c. or else, &c.

A Condition for maintaining a Wife upon a Separation.

WHEREAS several Differences have arisen between the above-bound A. B. and M. B. his Wife, whereupon the said M. B. hath for the Space of, &c. Years last past, lived separate and apart from the said A. B. and he hath not hitherto given or made any

any Allowance for her Maintenance; And whereas the said A. B. hath now agreed to pay towards the Maintenance of the said M. B. the Weekly Sum of, &c. which she the said M. B. is contented to take and accept in full Satisfaction of what she can or may claim or demand of him the said A. B. for Maintenance as aforesaid. Now the Condition of this Obligation is such, That if the said A. B. do and shall pay or cause to be paid unto the said M. B. on *Saturday* in every Week during the Life of him the said A. B. the Sum of, &c. of lawful Money of *Great Britain*, without any Fraud or Delay, according to the Intent and Purport of the Agreement above-mentioned; Then, &c.

A Condition of an Arbitration Bond, with an Umpirage.

THE Condition of this Obligation is such, That if the above-bound C. D. his Heirs, Executors and Administrators, and every of them, do and shall, for his and their Parts and Behalves, in all Things well and truly stand to, obey, observe, perform, fulfil and keep the Award, Arbitrament, Order and Determination of E. F. of, &c. and G. H. of, &c. Arbitrators indifferently chosen, as well on the Part of the said A. B. as on the Part and Behalf of the above-named C. D. to arbitrate, award, judge of, determine and agree for, upon, touching and concerning all and all Manner of Action and Actions, Cause and Causes of Action and Actions, Debts, Accounts, Differences, Quarrels, Disputes, Reckonings, Agreements, and all Dues and Demands whatsoever, both in Law and Equity, or otherwise howsoever, which between them the said A. B. and C. D. or either of them, at any Time heretofore have been, or at the Time of the Sealing hereof are had, moved, stirred up, or in any wise depending, so always as the said Award, Arbitrament, Judgment, final End, Determination, and Agreement between the said Parties,

Parties, be made in Writing indented under the Hands and Seals of the said Arbitrators, ready to be delivered to the said Parties at or in, &c. next ensuing the Date of the above-written Obligation; Then, &c.

The Umpirage.

And if the said Arbitrators shall not make and draw up the said Award in Writing, as aforesaid, on or before, &c. and the same deliver to the said Parties as aforesaid: If then the said A. B. his Executors and Administrators, and every of them, do and shall stand to, abide, observe, perform, and keep the Award, Umpirage, final End and Judgment of L. M. of, &c. Umpire indifferently elected between the said Parties, for ending and composing all the Differences aforesaid, so as the Umpire do make and draw up his said Award, Umpirage and Determination in Writing indented under his Hand and Seal, ready to be delivered to the Parties, on or before, &c. Then, &c. or else, &c.

To be added (after the Words, Then, &c.) when to be made a Rule of Court.

AND it is hereby agreed by and between the said Parties, that these Presents, and the Submission hereby made of the said Matters in Controversy, shall be made a Rule of his Majesty's Court of ——— to the End the said Parties in Difference shall be finally concluded by the said Arbitration by these Presents intended, pursuant to the Statute in that case made and provided.

The Condition of a Bottomry Bond.

THE Condition of the above Obligation is such, that if the ship called the E. Galley, whereof the above bounden M. M. is Commander, do and shall proceed and sail from and out of the River of
Thames

Thames on a Voyage to *Yarmouth*, from thence to *Venice*, and to such other Ports or Places as the said M. M. shall think fit, and so return back to *London*, or other her delivering Port in *England*, to end her Voyage by or before the Expiration of eighteen Calendar Months, to be accounted from the Day of the Date of said Obligation; and if the said M. M. his Heirs, Executors or Administrators, do pay or cause to be paid unto the above-named W. H. his Executors, Administrators, or Assigns, the full Sum of fifty Pounds of lawful Money of *Great Britain*, within thirty Days next after the first and next Return and Arrival of the said Ship at *London*, or other her delivering Port in *England*, from the said Voyage, or the Expiration of the said eighteen months, which shall first happen, together with the Sum of eight Shillings and four Pence of like Money *per Month*, for so many Months as shall be elapsed and run out of the said eighteen Months, over and above twelve Months, and *pro rata* for a lesser time than a Month: Or if in the said Voyage and within the said eighteen Calendar Months, the said ship should be lost, the said M. M. then being Commander of the said Ship; then the above Obligation to be void and of none effect, or else to be and remain in full Force and Virtue.

*Signed and delivered
in the Presence of —*

*Condition of a Bond from two Persons impowered by
Letter of Attorney of a Tradesman, to get in his
Estate and to pay duly to him.*

WHEREAS the above-named A. A. by his Deed Poll or Writing under his Hand and Seal, bearing even Date herewith, hath constituted and appointed the above bounden B. B. and C. C. his Attorney and Attornies, jointly and severally, for him the said A. A. and in his Name and to his Use, to ask, demand, sue for, recover and receive all such Sum and Sums of Money, Debts and Demands whatsoever,

foever, which now are, or at *Christmas* now next ensuing shall be due and owing to him the said A. A. or his Estate, from any Person or Persons, or Customers of him the said A. A. in the Way of his late Trade of a Grocer, and to do such other lawful and necessary Acts for the Purposes aforesaid, as in such Deed Poll or Writing may appear: Now the Condition of the above written Obligation is such, that if the said B. B. and C. C. their Executors or Administrators, do and shall, from Time to Time, well and truly pay or cause to be paid over unto the said A. A. his Executors, Administrators or Assigns, upon Demand, all such Sum and Sums of Money, Debts and Demands, as they the said B. B. and C. C. shall from Time to Time receive by Virtue of the said Letter of Attorney, or otherwise, to the Use of the said A. A. or his Estate, from any Person or Persons whatsoever, Debtors to the said A. A. or his Estate, in the Way of his said late Trade as aforesaid, without Fraud or Delay; then the above written Obligation to be void, or else to be and remain in full Force.

Condition of a Bond by the intended Husband to the Lady's Father, to pay her a yearly Sum by Quarterly Payments for her separate Use.

WHEREAS a Marriage is intended to be shortly had and solemnized by and between the above bounden A. A. and B. B. Spinster, one of the Daughters of the above named C. B. And whereas, in Consideration of the said intended Marriage and the Marriage Portion of the said B. B. the said A. A. did agree to enter into a Bond of the above-mentioned Penalty, conditioned as herein after is mentioned: Now therefore the Condition of this Obligation is such, that if the said A. A. shall and do yearly and every Year, from and after the Solemnization of the said intended Marriage, and during the joint Lives of the said A. A. and B. B. his intended Wife,

Wife, pay or cause to be paid unto her the said B. B. for her own sole and separate Use and Benefit, the yearly Sum of 100*l.* of lawful Money of *Great Britain*, by four equal quarterly Payments; the first Payment thereof to begin and be made at the End of three Kalendar Months, next after the Solemnization of the said intended Marriage, which said yearly Sum of 100*l.* is to be from Time to Time paid, applied and disposed of, for such Uses and Purposes only, and in such Manner only, as she the said B. B. shall think fit and convenient, notwithstanding her Coverture, and without the Controul or intermeddling of him the said A. A. her intended Husband; then this present Obligation to be void, or else to be and remain in full Force and Virtue.

Condition that the Obligor shall suffer his Wife to make a Will.

WHEREAS a Marriage is intended to be shortly had and solemnized between the above bounden L. R. and one M. W. Now the Condition of this Obligation is such, that if after the said intended Marriage had and solemnized between the said L. R. and M. W. the said L. R. shall peaceably and quietly permit and suffer the said M. W. in due form of Law to sign, seal, publish and declare her last Will and Testament in Writing, and in and by the same to give, will and bequeath, or otherwise dispose of at her free Will and Pleasure, unto and among such Person and Persons as she shall think proper, the Sum of — of lawful Money of *Great Britain*; And further; in Case of the said L. R.'s surviving the said M. W. if the said L. R. his Heirs, Executors or Administrators, or any of them, upon reasonable Request to him or them in that Behalf to be made by any such Person or Persons to whom the said M. W. shall give, will and bequeath any such Sum or Sums of Money, not exceeding in the whole the said Sum of — or the Value thereof, shall well and truly pay,
or

or cause to be paid, all and every such Sum and Sums of Money so to be given, willed or bequeathed as aforefaid by the said *M. W.* in such manner as shall be by her appointed; then this Obligation to be void, or else to be and remain in full Force and Virtue.

Note; The Obligation must be from the intended Husband to a Friend of the intended Wife.

Of Releases of Rights, Actions, Claims and Demands.

A Release is the Discharge of a Right or Action, Debt, Duty, or Demand; and all Actions, real, personal and mix'd, may be discharged by Release: Also all Debts, Legacies, and other Duties, Annuities, Lands, Rights and Titles to Lands, &c.

A Release of all Actions or Suits bars all Actions, and Suits, and Bonds and Statutes, where the Cause of Action is subsisting at the Time of the Release. A Release of all Quarrels discharges all Actions real and personal, and the Causes of such Actions. A Release of all Debts discharges all Debts then owing from the Releasee upon Specialties, Executions, &c. A Release of all Duties bars all Actions, Judgments, Executions, Obligations, Rents, &c. And by a Release of all Demands, all Rights and Titles to Lands, Conditions, Bonds, Statutes, Recognizances, Contracts, Covenants, and all manner of Actions real and personal, Debts, Duties, Judgments, Executions, Rents, Annuities, &c. are released and discharged. *Co. Lit.* 286, 291, 292, &c.

By a Release of all a Man's Right to Lands, all Actions, Entry, Title of Dower, Rents, &c. are discharged; but a Right descending to the Releasee afterwards, it is not thereby released: A Release of Title to Lands is equally extensive to a Release of Right; and a Release of all Entries, or Right of En-

try, bars all Right or Power of Entry into Lands. *Co. Lit.* 289, 345.

If a Debtor be made Executor by his Creditor, or if the Creditor, being a Woman, marries her Debtor, these are Releases in Law of the Debts. *Co. Lit.* 264.

A General Release of all Demands.

KNOW all Men by these Presents, that I *A. B.* of, &c. Gent. have remised, released, and for ever quit-claimed, and by these Presents do for me, my Heirs, Executors and Administrators, remise, release, and for ever quit-claim unto *C. D.* of, &c. Gent. his Heirs, Executors and Administrators, all and all manner of Action and Actions, Cause and Causes of Action and Actions, Suits, Bills, Bonds, Writings, Obligations, Debts, Dues, Duties, Reckonings, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespases, Damages and Demands whatsoever, both at Law and in Equity, or otherwise howsoever, which against him the said *C. D.* I ever had, now have, or which I, my Heirs, Executors and Administrators, shall or may have, claim, challenge or demand, for or by Reason or Means of any Act, Matter, Cause, or Thing, from the Beginning of the World to the Day of the Date of these Presents. In Witness whereof I the said *A. B.* have hereunto put my Hand and Seal, the Day of, &c. in the Year of our Lord One Thousand seven hundred and sixty-two.

A Release of Personal Actions.

KNOW all Men by these Presents, That I *A. B.* of, &c. have remised, released and quit-claimed, and by these Presents do for me, my Heirs, Executors and Administrators, and every of them, remise, release, and for ever quit-claim unto *C. D.* of, &c. his Heirs, Executors and Administrators, and every of

of them, all and all Manner of Personal Actions, Suits, Debts, Duties, Sum and Sums of Money, Claims and Demands Personal whatsoever, from the Beginning of the World until the Day of the date hereof. In Witness, &c.

A Release of a Bond, it being lost.

TO all People to whom these Presents shall come, *A. B.* of, &c. sendeth Greeting. Whereas *C. D.* of, &c. by one Bond or Obligation, bearing Date, &c. is become bound unto me the said *A. B.* in the penal Sum of, &c. conditioned for the Payment of, &c. with lawful Interest for the same, at a certain Day therein mentioned, and now past; And whereas the said Sum of, &c. and all Interest for the same, is fully paid and satisfied unto me the said *A. B.* in Discharge of the said recited Obligation; but the said Bond or Obligation is lost or mislaid, so that it cannot be delivered up to the said *C. D.* as it ought. Now know all Men by these Presents, that I the said *A. B.* for the Considerations aforesaid have remised, released and quit-claimed, and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit-claim unto the said *C. D.* his Heirs, Executors and Administrators, as well the said recited Obligation, and all such Sum and Sums of Money as are therein mentioned, or the Condition thereof, to be due and payable unto me the said *A. B.* my Executors, Administrators or Assigns; as also all and all manner of Actions and Suits, Cause and Causes of Actions and Suits, Accompts, Debts, Reckonings, Sum and Sums of Money, Judgments, Executions and Demands whatsoever, which I the said *A. B.* ever had, now have, or that I, my Executors, Administrators or Assigns, or any of us, can or may have against him the said *C. D.* his Executors, Administrators or Assigns, for or by Reason of the said recited Obligation, or any other Matter, Cause or Thing whatsoever concerning the same. In Witness, &c.

N. B. To this Release a Covenant may be added, That *A. B.* his, &c. if he or they at any Time hereafter find or obtain the Bond that is lost, then they shall deliver the same to the said *C. D.* &c. to be cancelled.

A Release of a Bill, it being lost.

WHEREAS *C. D.* of, &c. by one Bill under his Hand, dated, &c. did bind himself to pay unto me *E. F.* of, &c. the Sum of, &c. which said Sum of, &c. I have the Day of the Date of these Presents received of and from the said *C. D.* but the said Bill is lost or mislaid: Now know all Men by these Presents, That I the said *E. F.* do hereby acquit, release and discharge the said *C. D.* his Heirs, Executors and Administrators, and every of them, of and from the said Sum of, &c. and the said Bill so entered into for Payment thereof, as aforesaid; and of and from all Actions, Arrests, Cost, Damages and Demands whatsoever concerning the same. In Witness, &c.

A Release of Errors.

KNOW all Men by these Presents, That I *J. K.* of, &c. have remised, released and quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto *C. E.* of, &c. all and all Manner of Error and Errors, Misprisions, Misentries, Defects and wrongful Pleadings and Proceedings whatsoever, made, committed, omitted and done, in, about or concerning one Judgment for 1000*l.* Debt, together with Costs of Suit by the said *C. E.* obtained against me in his Majesty's Court of Common Pleas at *Westminster*, in *Michaelmas* Term now last past; and also Writs of Error or Errors whatsoever concerning the same. In Witness, &c.

A Release

A Release of Battery.

KNOW all Men, &c. That I J. K. of, &c. have remised, released, and for ever quit-claimed, and by these Presents for me, my Heirs, Executors and Administrators, do clearly and absolutely remise, release and for ever quit-claim unto T. S. of, &c. all and all Manner of Actions of Trespass, Assault and Battery, and all other Trespases whatsoever, and all Cause and Causes of all and every or any such Action or Actions which against the said T. S. I ever had, now have, or which I, or my Executors or Administrators, at any Time hereafter shall or may have, for or by Reason or Means of any Matter, Cause or Thing whatsoever, from the beginning of the World to the Day of the Date hereof. In Witness, &c.

A Release of Waste.

TO all People, &c. A. B. of, &c. sendeth Greeting. Whereas C. D. of, &c. hath cut down divers Trees in and upon the Ground of the said A. B. (rented of him by Lease) and converted the same to Tillage, whereby the said C. D. is subject to an Action of Waste for the same: Now know ye, That the said A. B. for divers good Considerations, hath remised, released and quit-claimed, and by these Presents doth for himself, his Heirs, Executors and Administrators, remise, release and quit-claim unto the said C. D. his Executors, Administrators and Assigns, all and all manner of Actions of Waste, and all Suits for any Wastes or Damages done or committed by him the said C. D. in the said Ground of the said A. B. above-mentioned, until the Day of the Date of these Presents. In Witness, &c.

A Release of Dower by a Widow.

TO all People, &c. Dame E. G. Widow and Relict of Sir C. G. late of, &c. Bart. deceased, sendeth Greeting. Know ye, That the said Dame E. G. for and in Consideration of the Sum of, &c. to her in Hand paid by Sir J. G. of, &c. Bart. Son of the said Sir C. G. hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit claim unto the said Sir J. G. all and all Manner of Dower, and Right and Title of Dower whatsoever, which she the said Dame E. G. now hath, may, might, should, or of Right ought to have or claim of, in or out of all and every the Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, which were the said Sir C. G.'s, her late Husband, at any Time during the Coverture between him and the said E. G. situate, &c. or elsewhere. And also all Manner of Actions and Writs of Dower whatsoever, so as neither she the said Dame E. G. nor any other Person for her, or in her Name, any Manner of Dower, or Writ of Action of Dower, or any Right or Title of Dower, of or in the said Manors, Lands, Tenements and Hereditaments, or of or in any Part or Parcel thereof, at any Time hereafter shall or may have, claim or prosecute against the said Sir J. G. his Heirs or Assigns. In Witness, &c.

A Release given to an Executor.

WHEREAS A. D. of, &c. on, &c. made his last Will and Testament in Writing, and amongst other Legacies therein contained did give to J. D. his Son, &c. And of his said Will made and appointed C. D. of, &c. Executor in Trust, as by the said Will may appear. And whereas the said C. D. did accept of the said Executorship and Trust. And whereas the said J. D. hath attained

attained his Age of 21 Years, and the said C. D. hath made up an Account with the said J. D. of all Monies received and paid by him the said C. D. and of all Transactions in Pursuance of the said Executorship and Trust; and hath not only paid him the said J. D. the Balance of such Accounts, but hath also delivered him all Writings and Papers belonging to the Estate of the said A. D. Now know all Men by these Presents, that I the said J. D. being fully satisfied in the Premises, have remised, released and quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto the said C. D. his Executors and Administrators, all Reckonings, Accounts, Sum and Sums of Money by him had or received in Pursuance of the said Trust, or by Means of his being Executor, as aforesaid. And also of and from all other Reckonings, Accounts and Demands whatsoever, from the Beginning of the World to the Day of the Date hereof. In Witness, &c.

A Release of a Legacy left by Will.

WHEREAS C. H. late of, &c. deceased, in and by his Last Will and Testament, bearing Date, &c. did (amongst divers other Legacies and Bequests therein contained) give and bequeath unto me J. H. the Sum or Legacy of, &c. and of his said Will made and constituted E. F. of, &c. Executor, as thereby may appear. Now know all Men by these Presents, That I the said J. H. do hereby confess and acknowledge, That I have had and received of the said E. F. the Executor, the said Legacy of, &c. to me given by the said C. H. in and by his Last Will and Testament, as aforesaid. And I do by these Presents acquit, release and discharge the said E. F. of and from the same; and all Legacies, Dues, Duties and Demands whatsoever, which I, my Executors or Administrators may have, claim, challenge or demand of or against the said E. F. by Virtue of the Last Will and Testament of the said C. H. (or out

out of the Estate of the said C. H.) deceased, above-mentioned. In Witness, &c.

A Release of an Heir given to his Guardian.

KNOW all Men by these Presents, That A. B. of, &c. Esq; Son and Heir of, &c. deceased, hath remised, released and for ever quit-claimed, and by these Presents doth remise, release and for ever quit-claim unto C. D. of, &c. his Guardian, all and all Manner of Action and Actions, Suits, Reckonings, Accounts, Debts, dues and Demands whatsoever, which he the said A. B. ever had, now hath, or which he, his Executors or Administrators, at any Time hereafter can or may have, claim or demand against the said C. D. his Executors or Administrators, for, touching or concerning the Management and Disposition of any the Manors, Lands, Tenements or Hereditaments of the said A. B. situate, &c. or any Part thereof; or for or by Reason of any Monies, Rents, or other Profits by him received out of the same, or any Payments made therefore, during the Minority of the said A. B. or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. In Witness, &c.

A Release of Right and Title to Lands.

TO all People, &c. A. B. of, &c. sendeth Greeting: Know ye, That the said A. B. for and in Consideration of, &c. hath remised, released and for ever quit-claimed, and by these Presents doth for him and his Heirs, remise, release and for ever quit-claim unto C. D. of, &c. and to his Heirs and Assigns for ever; All the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said A. B. of, in or to all that the Manor of, &c. with the Appurtenances: And also all those Pieces or Parcels of Lands, situate, &c. To have and to hold the said
Manor

Manor of, &c. and Premisses above-mentioned unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever, so that neither he the said A. B. nor his Heirs, nor any other Person or Persons for him or them, or in his or their Names or Right, shall or may by any Ways or Means whatsoever, at any Time hereafter, claim, challenge or demand any Estate, Right, Title or Interest of, in or to the said Manor, Lands and Premisses, or any Part thereof; but from all and every Action and Actions, Estate, Right, Title, Interest, Claim and Demand, of, in or to the said Premisses, or any Part or Parcel thereof, they and every of them, shall be for ever barred by these Presents. And the said A. B. and his Heirs, the said Manor, Lands, Hereditaments and Premisses, with the Apurtenances, to the said C. D. his Heirs and Assigns, against him the said A. B. and his Heirs, shall and will warrant, and for ever defend. In Witness, &c.

A Release of an Annuity.

TO all People, &c. A. B. of, &c. sendeth Greeting: Whereas C. D. of, &c. by Indenture bearing Date, &c. for the Consideration therein mentioned, did give and grant unto the said A. B. one Annuity or yearly Rent of, &c. to be issuing and going out of all and singular the Messuages, Lands, Tenements and Hereditaments of him the said C. D. situate, &c. To hold, receive and enjoy the said Annuity or yearly Rent of, &c. to the said A. B. and his Assigns, &c. for and during the natural Life of the said C. D. payable at, &c. as in and by the said Indenture may more fully appear. Now know ye, That I the said A. B. for and in Consideration of the Sum of, &c. to me in Hand paid at and before the Sealing and Delivery of these Presents, by C. D. of, &c. the Receipt whereof I do hereby acknowledge, have remised, released and quit-claimed,
and

and by these Presents do remise, &c. unto the said C. D. his Heirs and Assigns, as well the said Annuity or yearly Rent of, &c. before mentioned, and every Part and Parcel thereof; and all Arrearages of Rents, Penalties, Forfeitures, *Nomine pœna's* and Distresses whatsoever, due or forfeited, by Reason of the Non-payment of the said Annuity or yearly Rent, &c. or any Part thereof; as also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, which I the said A. B. now have, may, might, should or ought to have, of, in and to the said Annuity of, &c. above-mentioned, or any Part thereof, or the Messuages and Lands aforesaid, by Virtue of the said recited Indenture, or otherwise howsoever: To have and to hold the said Annuity or yearly Rent of, &c. above-mentioned, and all my Estate, Right, Title and Interest of, in and to the same, unto the said C. D. his Heirs and Assigns; so as neither I the said A. B. &c. shall at any Time hereafter claim, challenge or demand any Estate, Right, Title or Interest of, in or to the said Annuity or yearly Rent of, &c. or any Part thereof, but thereof, and therefrom, and from all Actions, Suits, Title, and Demands concerning the same, shall be for ever debarred by these Presents. In Witness, &c.

Of Acquittances, and other Discharges.

AN Acquittance is a Discharge in Writing, of a Debt, or an Acknowledgment of the Receipt of Money, or some other Thing.

If a Lord gives an Acquittance to his Tenant for the last Rent due, tho' there be many Years Rent in Arrear, all the preceding Arrears, by Presumption of Law, are supposed to be satisfied. *Co. Lit.* 373.
An

An Acquittance for Rent.

RECEIVED the — Day of, &c. in the Year, &c. of Mr. J. K. the Sum of forty Pounds in Money, which with a Bill of Disbursements for Taxes, Reparations, &c. amounting to ten Pounds, makes in the whole the Sum of fifty Pounds, and is in full for half a Year's Rent for one Messuage or Farm, &c. lying, &c. to me due at Lady-day last. I say received

l. s. d.
50 0 0

By me C. D.

An Acquittance in full of a Debt.

RECEIVED the — Day, &c. of Mr. J. K. the Sum of forty Pounds, in full of a Debt to me due from the said J. K. on. &c. last past, contracted for, &c. I say received

40 0 0

By me C. D.

An Acquittance for a Debt due to another Person.

RECEIVED this — Day, &c. of J. K. of, &c. the Sum of twenty Pounds, in full of a Debt due to C. D. of, &c. for certain Goods, &c. by the said J. K. bought of the said C. D. I say received by the Order and for the Use of the said C. D.

20 0 0

By me T. D.

An Acquittance for Part of a Debt due.

I A. B. of, &c. do acknowledge that I have had and received this Day, &c. of and from C. D. of, &c. the Sum of seventy-five Pounds in Part of Payment of a greater Sum to me due in and by one Bond or Obligation entered into by the said C. D. to me, which said Bond is given for the Sum of One hundred Pounds, and payable, &c. I say received

l. s. d.

75 0 0

By me A. B.

An Acquittance in full of all Demands.

RECEIVED this Day, &c. of Mr. J. K. the Sum of thirty Pounds, in full for, &c. and of all Demands. I say received

30 0 0

By me H. I.

An Acquittance for a Legacy.

RECEIVED this Day, &c. in the Year of our Lord, &c. of J. K. Executor of T. H. late of, &c. deceased, the Sum of one hundred Pounds, being in full of a Legacy bequeathed to me in and by the Last Will and Testament of the said T. H. I say received

100 0 0

By me H. I.

An Acquittance for Purchase-Money on executing a Conveyance.

RECEIVED the Day of the Date of the Indenture within written, of the within named A. B. the Sum of Six hundred Pounds, being the Consideration-Money within mentioned, to be by him paid to me. I say received

600 0 0

By me C. D.

An

An Acquittance for Money for the Redemption of Lands.

KNOW all Men by these Presents, That I H. I. of, &c. have had and received this Day, &c. of and from T. S. of, &c. the Sum of, &c. being in full for the Redemption of all and singular the Lands and Tenements of him the said T. S. lying and being, &c. mentioned in certain Indentures of Mortgage, bearing Date, &c. and made between, &c. And in full Satisfaction of the Proviso or Condition therein contained, for the Payment of the Sum of, &c. of which said Sum of, &c. in full Satisfaction, as aforesaid, I do hereby acknowledge myself well and truly paid; and therefore do acquit the said T. S. his Heirs, Executors and Administrators, and his and their Lands and Tenements. In Witness, &c.

A Receipt for Writings for which the Receiver is to be answerable.

RECEIVED this Day, &c. of A. B. of, &c. three several Deeds and Conveyances; one of them a Lease and Release, dated, &c. and the other two an Assignment and Mortgage, dated, &c. all of them made between, &c. and concerning certain Lands lying in, &c. in the County of, &c. For which said Writings I hereby promise to be accountable to the said A. B. on Demand (or which Deeds I promise to re-deliver, &c.) Witness, &c.

Of Surrenders of Lands, Offices, &c.

A Surrender is the Delivery up of Lands or Tenements, and a Man's Estate therein to another Person; but it may not be made of Estates in Fee-simple

Fee-simple or Fee-tail. nor of Rights or Titles, or Part of an Estate for Life or Years.

The Surrender must be to him that hath the next immediate Estate in Remainder or Reversion, and that hath a higher and greater Estate in the Thing surrendered, than the Person making the same; so that the Estate of the Surrenderor may be drowned therein. And then besides the Surrender in Deed, there is a Surrender in Law; as if a Lessee for Life or Years accept a new Lease of the same Thing contained in the former Lease, this by Implication is a Surrender in Law of the first Lease. *Co. Lit.* 337. *Plowd.* 194.

If a Lessee for Life doth accept of a Lease for Years, it will be a Surrender of his Estate; and a Tenant for twenty Years accepting a Lease of the same Land for one Year; this is said to be a Surrender of the Lease for twenty Years. *Aleyn's Rep.* 59.

Surrender may be made of Offices, Trusts, &c. as well as of Lands.

A Surrender of an Office granted for Life.

TO all People to whom these Presents shall come, A. B. of, &c. sendeth Greeting. Whereas her late Majesty Queen Anne, by Letters Patent under the great Seal of England, bearing Date, &c. did grant unto the said A. B. for his Life, the Office of, &c. with the yearly Salary of, &c. thereto annexed, and all other Fees, Profits and Advantages to the said Office belonging, as by the said Letters Patent may more at large appear. Now know ye, that the said A. B. for good Causes and Considerations him thereunto moving, Hath granted, surrendered and yielded up, and by these Presents doth grant, surrender and yield up unto our Sovereign Lord the King's most excellent Majesty that now is, his Heirs and Successors, the Office, Fees, and other the Premises above-mentioned, and every of them, and all his Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in and to the same, and every Part and

and Parcel thereof, by Force and Virtue of the said Letters Patent above-mentioned, together with the said Letters Patent to be cancelled. In Witness, &c.

A Surrender of a Trust in Lands.

TO all People, &c. I A. B. of, &c. send Greeting. Whereas by one Indenture of Lease, bearing Date, &c. made between, &c. the said, &c. did demise and grant unto me the said A. B. all that Messuage, &c. to hold for the Term of, &c. In which said Indenture the Name of me the said A. B. was only used in Trust for the Benefit and Behoof of C. D. of, &c. Now know ye, That I the said A. B. in Discharge of the Trust in me reposed, and at the Request of the said C. D. Have surrendered, assigned and set over, and by these Presents for me, my Executors and Administrators, do surrender, assign and set over unto the said C. D. his Executors and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said A. B. have, or may have or claim of, in or to the said Messuage and Premises, or of and in any Matter or Thing whatsoever in the said Indenture mentioned and contained; so that neither I the said A. B. my Executors or Administrators, or any of us, at any Time hereafter, shall or will ask, claim, challenge or demand any Interest, Benefit, Trust, or Privilege in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained: But thereof and therefrom, and from all Actions, Suits and Demands which I, my Executors, or Assigns, may have concerning the same, shall be wholly debarred by these Presents. In Witness, &c.

A Surrender of a Lease of Lands held for life, &c.

TO all People, &c. H. I. of, &c. sendeth Greeting. Whereas the said H. I. is possessed of and interested in one Messuage or Tenement,
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 lying

lying and being in, &c. for the Term of his Life, &c. as in and by a Lease thereof granted by, &c. may appear; the Reversion whereof doth belong to Sir T. S. of, &c. Baronet. Now know ye, That the said H. I. for and in Consideration of the Sum of, &c. to him in Hand paid by the said Sir T. S. the Receipt whereof the said H. I. doth hereby confess and acknowledge, he the said H. I. hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said Sir T. S. his Heirs and Assigns, for ever, the said Messuage or Tenement, and the Premises above mentioned, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said H. I. of, in and to the same. In Witness, &c.

A Surrender of a Lease for Years, &c. to the Intent to have a new Estate in the Lands.

WHEREAS H. I. of, &c. and T. S. of, &c. by Virtue of one Indenture of Lease bearing Date, &c. made and granted by, &c. unto, &c. are possessed of and in All that Messuage or Tenement, with the Appurtenances, situate, &c. for the Remainder of a certain Term of Ninety nine Years, determinable on the Deaths of certain Lives therein granted, as by the said Lease more fully appears. Now know all Men by these Presents that the said H. I. and T. S. to the Intent that a New Estate may be granted in the Premises to, &c. for the Term of, &c. Have surrendered and assigned, and by these Presents do surrender and assign unto, &c. his Heirs and Assigns, all and singular the said Messuage or Tenement and Premises with the Appurtenances, and all their Estate and Interest therein to them granted, as aforesaid, together with the said Indenture of Lease to be cancelled. In Witness, &c.

A Sur-

A Surrender of a Copyhold Estate.

I H. I. of, &c. do surrender and yield up into the Hands of the Right Honourable W. Lord Viscount T. Lord of the Manor of, &c. aforesaid, all that Messuage and Tenement, with the Appurtenances, within the said Manor, now in the Possession of, &c. and all my Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, of, in and to the same, to the End the Lord may do therewith his Will, &c.

Of Letters of Attorney, and other Authorities, &c.

A Letter of Attorney, is an Authority given to another to do some Act, or perform some Thing, in like Manner as the Person authorizing might do the same. And what a Man may do by himself, he may generally do by another.

But the Attorney must not exceed his Power, if he does, what he transacts will be void. If a Man makes a Letter of Attorney to another to deliver Livery and Seisin in such a Place, and he does it elsewhere; or at such a Time, and he does it before or after, the Act of the Attorney will be void. *Plowd.* 475.

In other Cases it is the same; and a Man may limit his Authority as strictly as he pleases.

A General Letter of Attorney to receive and recover Debts.

K NOW all Men by these Presents. that I H. I. of, &c. for divers good Causes and Considerations me hereunto moving, Have made, ordained, authorized

authorized and appointed, and by these Presents do make, ordain, authorize and appoint T. S. of, &c. my true and lawful Attorney for me and in my Name, and to my Use, to ask, demand, sue for, recover and receive of E. F. of, &c. all such Sum and Sums of Money, Debts and Duties whatsoever, which now are due and owing unto me the said H. I. by and from the said E. F. and to have, use and take all lawful Ways and Means in my Name, or otherwise, for Recovery thereof, by Attachment, Arrest, Distress, or otherwise: And to agree and compound for the same: And Acquittances or other sufficient Discharges for the same, for me and in my Name to make, seal and deliver: And to do all other lawful Acts and Things whatsoever, concerning the Premises, as fully in every Respect as I myself might or could do if I were personally present; and Attorneys one or more under him my said Attorney for the Purposes aforesaid, to make, and at his Pleasure to revoke; Ratifying and allowing all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premises, by Virtue of these Presents. In Witness, &c.

A Letter of Attorney irrevocable to receive Money due on a Bond.

KNOW all Men, &c. that I A. B. of, &c. have made, ordained, and in my Stead and Place put and constituted C. D. of, &c. my true and lawful Attorney irrevocable for me and in my Name, but to the Use of him the said C. D. to demand, recover and receive of E. F. and G. H. of, &c. the Sum of 100*l.* due unto me in and by one Bond or Obligation, bearing Date, &c. Giving and by these Presents granting unto my said Attorney my full Power and Authority in my Name, to do all and every Act and Acts, Thing and Things, Device and Devices, in the Law whatsoever, for the Recovery of the said Debt, as fully to all Intents as I myself might
or

or could do; and upon Receipt thereof, Acquittances, or other Discharges for me and in my Name, to make, seal and execute; hereby ratifying and allowing all and whatsoever my said Attorney, shall lawfully do, or cause to be done, in and about the Premisses, by Virtue of these Presents. In Witness, &c.

A Letter of Attorney to receive a Sum of Money decreed in Chancery.

KNOW all Men, &c. That I A. B. of, &c. for divers good Causes and Considerations me thereunto moving, Have made, constituted and appointed, and by these Presents do make, constitute and appoint C. D. of, &c. my lawful Attorney, for me and in my Name, and for my Use, to ask, demand and receive of E. F. of, &c. the Sum of 500*l.* of lawful *British* Money, which by a Decree made in the High Court of Chancery, in a Cause there depending between me the said A. B. Complainant, and the said E. F. Defendant, bearing Date, &c. he the said E. F. is to pay unto me; and upon Receipt thereof, to give unto the said E. F. an Acquittance or Release, testifying the Receipt of the same, and in full of all Demands on Account thereof. Giving and by these Presents granting unto the said C. D. my full Power and Authority to do, or cause to be done, all and every such Act and Acts, Thing and Things as shall be requisite and needful to be done in the Premisses, in as full and ample Manner as if I myself were personally present at the doing of the same. In Witness, &c.

A Seaman's Letter of Attorney to receive his Wages made to his Wife.

KNOW all Men, &c. That I A. B. of, &c. Mariner, have made, ordained, constituted and appointed, and by these Presents do make, &c. my
loving

loving Wife M. B. my lawful Attorney, for me and in my Name, and for my Use, to ask, demand and receive of and from all and every Person and Persons whatever, as well all such Sum and Sums of Money as now are, or which shall or may at any Time hereafter become due and owing to me for Wages from the Ship, &c. or any other Ship or Ships to whom I now do or may belong; as also all other Monies now due, or to become due and owing to me, by any other Way or Means whatsoever. And upon Non-payment thereof, the said Person or Persons, his, her or their Executors or Administrators, for me and in my Name to sue, arrest, imprison, implead and prosecute for the same, and upon such Suit to proceed to Judgment and Execution; and thereupon the said Person or Persons, their or either of their Executors and Administrators, in Prison to hold, detain and keep until Payment thereof be made, with all Costs and Damages sustained by Occasion of the detaining the same: And upon Payment thereof, the said Person or Persons, their Executors and Administrators forth of Prison to discharge, and Acquittances for the same, or any Part thereof, for me and in my Name to make, seal and deliver: And also to do, perform and execute all and every other lawful and reasonable Acts and Things whatsoever, for the obtaining and releasing of the same, as shall be needful and necessary to be done. Giving and by these Presents granting unto my said Attorney, my full and absolute Power in the Premises; and ratifying and holding firm all and whatsoever my said Attorney shall lawfully do, or cause to be done, in or about the Premises, by Virtue of these Presents. In Witness, &c.

To this Letter of Attorney it has been usual to add a *Will*, thus: And I the said A. B. considering the Uncertainty of Life, do make and declare these Presents to contain also my last Will and Testament, *viz. Imprints*, I give and bequeath unto, &c. *Item*,
I give

I give unto, &c. *Item*, All such Wages, Debts, Sum and Sums of Money, Goods, Chattles and Estate whatsoever, whereof at the Time of my Decease I shall be possessed or interested, I do give, devise and bequeath unto my said loving Wife M. B. whom I do hereby appoint Executrix of this my last Will and Testament, hereby revoking all former Wills, &c. In Witness, &c.

A Letter of Attorney to receive a Legacy left by Will.

KNOW all Men, &c. That whereas A. B. of, &c. by his last Will and Testament, bearing Date, &c. did give and bequeath to C. D. a Legacy of 100*l*. to be paid unto the said C. D. within six Months after his Decease, and of his said Will made and constituted E. F. and G. H. of, &c. Executors. And whereas the said A. B. is since dead, and the Time of six Months appointed for the Payment of the said Legacy is now expired. Now know ye, That I the said C. D. have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint W. K. of, &c. my true and lawful Attorney for me and in my Name, and for my Use, to ask, demand and receive of and from the said E. F. and G. H. the said Legacy of 100*l*. so given and bequeathed to me the said C. D. by the said A. B. his Will as aforesaid; and upon Receipt thereof to give such Release and Discharge for the same as shall be sufficient; Ratifying and Allowing all and whatsoever my said Attorney shall lawfully do in the Premises, by Virtue of these Presents. In Witness, &c.

An Order or Power of Attorney to receive Interest and Dividends of Stock in the South-Sea Company.

SIR, Pray pay my Dividend and Interest on One thousand Pounds Stock, to which I am intitled in the South-Sea Company, for half a Year due at
Michaelmas

Michaelmas last, to the Bearer hereof Mr. A. B. and this shall be a sufficient Authority for your so doing. Witness my Hand, &c.

C. D.

*To Mr. C. L. Accomptant to
the South-Sea Company.*

*A Letter of Attorney to sell Stock in the South-Sea
Company.*

K NOW all Men, &c. That I A. B. of, &c. have made, ordained, authorized, impowered, constituted and appointed, and by these Presents do make, &c. C. D. of, &c. my true, certain and lawful Attorney, for me and in my Name, for my Use, and on my Behalf, to sell, assign and transfer One thousand Pounds *South-Sea Stock*, to which I am intitled, as by the Books of the Company appears, or any Part or Parcel thereof, to such Person or Persons as shall buy and accept the same, at and for such Price and in such Manner as he my said Attorney shall think fit, and to receive the Consideration-Money for the same; and upon Receipt thereof, Acquittances, or other Discharges, for me and in my Name, or otherwise, to make, sign and give; hereby ratifying and confirming all and whatsoever he shall do in the Premises. In Witness, &c.

*A Letter of Attorney to receive Rents, and take
Distresses, &c.*

K NOW all Men, &c. That I A. B. of, &c. have made, ordained, &c. C. D. of, &c. my lawful Attorney, for me and in my Name, and for my Use, to ask, demand and receive of and from E. F. G. H. &c. all such Rents and Arrearages of Rents which now are, or hereafter shall grow due from the said E. F. G. H. &c. or either or any of them, of and for all those my Lands, &c. at, &c. And upon Receipt

ceipt thereof to give Acquittances, or other Discharges for the same. And in Default of Payment of the said Rents, or any part thereof, to my said Attorney, I do hereby authorize and impower him, my said Attorney, into and upon the said Lands and Premises to enter and distrain, and the Distress and Distresses there found and taken, to dispose of according to Law, for the speedy recovering and obtaining my said Rents and Arrears, or otherwise to proceed by Action of Debt for the Recovery of the same, as to him my said Attorney shall be thought fit; hereby ratifying and confirming, &c. In Witness, &c.

A Letter of Attorney to demand Rent, and enter on Lands, &c.

KNOW all Men, &c. That I A. B. of, &c. have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint C. D. of, &c. my true and lawful Attorney, for me and in my Name, and to my Use, to demand and receive of E. F. of, &c. the Sum of, &c. for one Year's Rent due to me at, &c. last, for one Messuage or Tenement, &c. situate, &c. and on Receipt thereof, a sufficient Acquittance to give for the same. And in Default of Payment thereof, for me and in my Name, to enter into and upon, and take Possession of the said Messuage and Premises, and to detain and keep such Possession for my Use; and whatsoever my said Attorney shall do in the Premises, I do hereby ratify and confirm. In Witness, &c.

A Letter of Attorney to sue for Lands.

TO all People, &c. I A. B. of, &c. send Greeting: Know ye, that I the said A. B. have constituted and appointed E. F. of, &c. my true and lawful Attorney, for me and in my Name, to enter into all that Messuage, &c. situate, &c. and full

full and peaceable Possession thereof, for me and in my Name to take; and after such Possession so taken, then for me and in my Name to remove and put out the present Tenants or Occupiers of the said Premises, or any part thereof; and the same Premises and every part thereof for my Use to hold and keep: And I do by these Presents give and grant to my said Attorney, full Power for me and in my Name to commence, sue, implead and bring any Action or Actions, Suit or Suits whatsoever, against the Tenants and Occupiers of the said Messuage and Premises, and against all and every other Person or Persons, for and concerning the wrongful with-holding and detaining of the said Messuage, &c. or any Part thereof; and the said Suit and Suits for me and in my Name to prosecute and follow, and in my Right to proceed to Trial, and do all other lawful Acts and Things for the Recovery of the said Premises, and every Part thereof, as fully and effectually as I might or could do myself, if I were personally present. And I the said A. B. for myself, my Heirs, Executors, &c. do covenant with the said E. F. that I will from Time to Time, and at all Times hereafter, avow and justify all and every lawful Action and Actions, Suit and Suits whatsoever to be commenced, had or brought in my Name for or concerning the said Messuage, &c. in Manner aforesaid. In Witness, &c.

A Letter of Attorney to Let or Sell Lands, &c.

TO all People, &c. A. B. of, &c. sendeth Greeting. Whereas the said A. B. is seized in Fee of all that Messuage or Tenement, and certain Pieces or Parcels of Land, situate, &c. now or late in the Possession of, &c. Now know ye, That the said A. B. doth by these Presents constitute, authorize and empower C. D. of, &c. to lease or demise the said Messuage or Tenement, Lands and Premises, to such Person or Persons, and for such Term or Number of Years, and under such yearly and other Rents as he
shall

shall think fit; or otherwise to sell and dispose thereof, either for Life or Lives, or to sell, grant or convey the same in Fee-simple, for such Price or Sum of Money, and to such Person or Persons as he shall think convenient; And also for him the said A. B. and in his Name, to seal, execute and deliver such Deeds and Conveyances, Bargains and Sales, for the absolute Sale and Disposal thereof, or of any Part thereof, with such Clauses, Covenants and Agreements therein to be contained, as he the said C. D. shall think fit and expedient; hereby ratifying and confirming all such Leases, Deeds, Bargains, Sales, and other Conveyances, which shall at any Time hereafter be made, sealed, executed and delivered by him the said C. D. touching or concerning the Premises. In Witness, &c.

A Clause may be added to this Letter of Attorney, for allowing the said C. D. out of the Rents by him received on letting the said Messuage, &c. his reasonable and necessary Charges and Expences in and about the letting the same, and disposal thereof; and also the yearly Sum of, &c. for his Pains and Trouble in the Premises, &c.

A Letter of Attorney to deliver and receive Seisin of Lands,

TO all People, &c. I A. B. of, &c. send Greeting. Know ye, That I the said A. B. have constituted and appointed, and in my Stead and Place put, and by these Presents do constitute and appoint C. D. and E. F. of, &c. or either of them, jointly or severally, my true and lawful Attorney and Attornies, for me and in my Name, Place or Stead, to enter into, have and take full and peaceable Possession and Seisin of all that Messuage or Tenement situate, &c. which in and by one Indenture, bearing Date, &c. made or mentioned to be made between me the said A. B. of the one Part, and, &c. of the
F other

other Part, is granted or mentioned to be granted by me unto the said, &c. or into any Part or Parcel thereof in the Name of the Whole: And after such Entry so had and made, and Possession and Seisin so had and taken, as aforesaid, to deliver quiet and peaceable possession and Seisin of the said Premises unto the said, &c. or to his Attorney or Attornies in that Behalf lawfully authorized; to be held and enjoyed according to the Tenor, Form and Effect of the said Indenture above-mentioned. And whatsoever my said Attorney or Attornies, or either of them, shall do in the Premises, I do hereby confirm and allow as fully and effectually as if I myself were present and did the same. In Witness, &c.

If the Power of Attorney be to *Receive Seisin*, say; For me, and in my Name, to take and receive of and from, &c. or of and from his Attorney or Attornies in that Behalf lawfully authorized, full, quiet and peaceable Possession and Seisin of all that Messuage or Tenement, &c. which in and by one Indenture, &c. are granted or mentioned to be granted by the said, &c. unto me the said A. B. And such Possession and Seisin thereof so had and taken, to hold and keep to the Use of me and my Heirs, according to the Tenor and Effect of the said Indenture. And whatsoever my said Attorney or Attornies shall do, &c. I the said A. B. shall and will ratify and confirm, &c. In Witness, &c.

Livery of Seisin, how made.

THE Parties to the Deed, Grantors, &c. or others by them authorized, come to the Door of the House, or to some Part of the Land, and there having declared the Cause of their Meeting in the Presence of Witnesses, they read the Deed, or the Contents thereof, and the Power of Attorney: And then, if it be a house, they take the Ring, Latch or Key of the Door, (all the People being out of the House) or if it be a Piece of Ground, they take a Clod of Earth,

Earth, or a Twig of a Tree, &c. and the same Key, Clod, &c. with the Deed, they deliver to the Grantee, or his Attorney, saying the usual Words; viz.
 ' I A. B. do hereby deliver unto you C. D. &c.
 ' Possession and Seisin of this Messuage or Tenement,
 ' &c. To hold to you, your Heirs and Assigns, according to the true Intent and Meaning of this Indenture of Lease, &c." And afterwards, if it be a House, the Grantee, &c. enters first alone, and shuts to the Door, and then he opens it and lets in others.

Livery of Seisin, how Indorsed.

MEMORANDUM, That on, &c. full Possession and Seisin was had and taken of the Messuage or Tenement and Premises within granted by, &c. one of the Attornies within-named, and by him delivered over unto the within named, &c. To hold, &c. according to the Contents of the within-written Indenture, in the Presence of

A. B.

C. D.

A Letter of Attorney to surrender Lands.

KNOW all Men, &c. That I A. B. of, &c. have made, constituted and appointed, and by these Presents do make, &c. C. D. of, &c. my lawful Attorney, for me and in my Name to appear at the next Court to be holden in and for the Manor of, &c. and then and there, for me and in my Name, as aforesaid, to surrender and yield up into the Hands of the Lord of the Manor aforesaid, one Messuage or Tenement, &c. with the Appurtenances, within the said Manor. (All which said Premises I the said A. B. do hold for my own Life and the Lives of, &c. by Copy of Court-Roll of the said Manor of, &c. bearing Date, &c.) And all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, as well of me the said A. B. as of (the

other Lives) and either of us, of, in and to the same; Ratifying and Confirming all and whatsoever my said Attorney shall do, or cause to be done, in the Premises by Virtue of these Presents. In Witness, &c.

A Letter or Power of Attorney to a Steward to keep Courts.

KNOW all Men, That I the Right Honourable G. Earl of, &c. have made, constituted and appointed, and by these Presents do make, &c. C. D. of, &c. Gent. my Steward of all those my Manors and Lordships of, &c. in the County of, &c. Giving and by these Presents granting unto the said C. D. full Power and Authority to keep and hold all my Courts-Leet, Courts-Baron, and other Courts within my Manors aforesaid, and the Limits thereof; and to do and execute all Things belonging to the Office of a Steward, and receive and enjoy all Fees, Perquisites, and Advantages thereof, and thereunto belonging, during my Will and Pleasure. In Witness, &c.

A Power of Attorney to take out Letters of Administration, to the Effects of one dying abroad.

WHEREAS I. F. late belonging to his Majesty's Ship the *Tilbury*, deceas'd, lately died a Batchelor, intestate, without any Will by him made; leaving behind him at the Time of his Death, E. F. his natural and lawful Father, and only next of Kin.

Now know all Men by these Presents, that I the said E. F. for certain good Causes and Considerations me hereunto especially moving, have nominated, constituted and appointed, and by these Presents, do nominate, constitute and appoint M. F. of the Parish of *St. Mary le Strand*, in the County of *Middlesex*, Spinster, the natural and lawful Aunt of the said I. F. deceas'd, to be my true and lawful Attorney, for me, and in my Name to appear before the Right Worshipful

shipful the Master-keeper, or Commissary of the Prerogative Court of *Canterbury*, lawfully constituted, his Surrogate, or other competent Judge in this Behalf, to exhibit this my Letter of Attorney, and to pray and procure Letters of Administration of all and singular the Goods, Chattles and Credits of the said I. F. deceased to be committed and granted to her, for my Use and Benefit: and generally to act and do what shall be requisite and necessary in this Behalf: ratifying and confirming all and whatsoever my said Attorney shall lawfully do, or cause to be done in or about the Premises. In Witness, &c.

Declaration of Trust, and Power of Attorney to sue for Lands in Possession of a Papist.

WHEREAS a Bill is, or will be preferred, in the Name of A. T. of, &c. in his Majesty's Court of Exchequer in *Ireland*, as a Protestant Discoverer under several Acts of Parliament made in this Kingdom, to prevent the further Growth of Popery, against R. K. and E. B. for the Recovery of a Moiety of the Lands of, &c. situate, &c. as in and by the same Bill may more fully appear. Now know all Men by these Presents, That I the said A. T. do hereby declare that my Name was, and is made Use of in the said Bill in Trust only for W. G. of, &c. and M. his Wife, and for their Use and Benefit, and to and for no other Use, Intent or Purpose whatsoever: And I the said A. T. do by these Presents constitute and appoint the said W. G. and M. his Wife, my lawful Attorney or Attornies, for me and in my Name, but to their or one of their own Use, to demand and receive Possession of the said Lands, and all the Deeds and Evidences concerning the same: Giving and by these Presents granting unto my said Attorney or Attornies full Power and Authority in the Premises, to take all lawful Ways and Means for Recovery thereof; and also one or more Attorney or Attornies under him, her, or them to substitute and

appoint, and at his, her or their Pleasure to revoke : And further to do and execute all and every Act and Acts, which shall or may be necessary touching the Premises, as fully and effectually as I myself in Person might or could do or cause to be done in the Premises, in Virtue of these Presents. And lastly, I the said A. T. do hereby for myself, my Heirs, Executors and Administrators, covenant, promise and agree to and with the said W. G. and M. his Wife, their Heirs and Assigns, That I the said A. T. shall not nor will not do, or cause to be done, any Act or Thing whatsoever to release, discharge or frustrate the Intent of the Proceedings upon the said Bill, and the Lands thereby to be recovered, or any Part of them, or the Power and Authority hereby given by me unto the said W. G. and M. his Wife, as my Attorney or Attornies, to demand and receive the Possession of the said Lands, and the Title Deeds relating thereto ; but shall and will avow and justify all and every such lawful Act and Acts, Thing and Things whatsoever, which they the said W. G. and M. his Wife, or either of them, or any other Person or Persons by his, her, or their Direction or Appointment, shall do, or cause to be done in or about the Premises or any Part thereof. In Witness, &c.

Letter of Attorney to receive the Wages, &c. of a Sailor on board a King's Ship.

KNOW all Men by these Presents, That I A. B. of, &c. Mariner, for divers good Causes and Considerations me hereunto moving, have and do hereby make, name, and in my Stead and Place put and constitute my well-beloved Friend C. D. of, &c. Mariner, my true and lawful Attorney, for me and in my Name and to my Use, to ask, claim, demand, recover and receive of and from the Honourable the principal Officers and Commissioners of his Majesty's Navy, or whom else it may concern, all and singular such Salary, Wages, Tickets, Bounty-money, Prize-money,

money, Short-allowance-money, Smart-money, Pensions, and all other Sum and Sums of Money whatsoever, as now is or hereafter shall be due, owing, payable and belonging unto me, by any Ways or Means, Right or Title whatsoever or howsoever: Giving and hereby granting unto my said Attorney, his Substitutes and Assigns, all my Authority and lawful Power in the Premises for receiving, recovering, obtaining, compounding and discharging the same, as fully, amply, and effectually as I myself might or could do, being personally present: And Acquittances, Releases or any other Discharges to make, seal and deliver; and one Attorney or more to make, substitute, and at Pleasure to revoke: Ratifying and hereby confirming all, and whatsoever my said Attorney, his Substitutes or Assigns, or any of them, shall lawfully do or cause to be done, in and about the Premises, by Virtue of these Presents. In Witness, &c.

A Revocation of a Letter of Attorney.

TO all People, &c. Whereas I the said W. B. in and by my Letter of Attorney bearing Date, &c. did make, constitute and appoint C. D. of, &c. my Attorney for Recovery of all Debts and Sums of Money whatsoever due to me the said W. B. as by the said Letter of Attorney may appear. Now know ye, that I the said W. B. for divers good Causes and Considerations me hereunto moving, (or for that the said C. D. hath abused the Authority in him reposed, &c.) have revoked, countermanded, annulled and made void, and by these Presents do revoke, countermand, annul and make void the said Letter of Attorney, and all Power and Authority thereby given to the said C. D. Witness, &c.

Of Warrants of Attorney.

WARRANTS of Attorney are very much of the Nature of Letters of Attorney ; being proper Powers for the Performance of some Act ; as to appear in Court, to confess Judgments, &c.

A Warrant of Attorney to appear, &c.

To Mr. A. B. C. D. &c. Attornies of his Majesty's Court of, &c. or any of them.

THESE are to desire and authorize you, or either of you, to appear for me L. M. in the said Court at the Suit of, &c. in an Action of, &c. and to plead to the said Action, &c. And for your so doing this shall be your Warrant. Witness, &c.

A Warrant of Attorney to confess Judgment.

To Mr. A. B. and C. D. Attornies of his Majesty's Court of Common Pleas at *Westminster*, or to any other Attorney of the same Court.

TH E S E are to authorize you, or any of you, to appear for me E. F. of, &c. Gent. in the said Court of Common Pleas, this present *Michaelmas* Term (or any other subsequent Term) at the Suit of G. H. &c. and confess a Judgment against me unto him in an Action of Debt for 500*l.* besides Costs of Suit, by acknowledging the Action aforesaid, or otherwise : And for your, or any of your so doing this shall be your sufficient Warrant. Witness, &c.

A Warrant

A Warrant of Attorney to confess Judgment upon a Bond for Debt.

To Mr. A. B. C. D. and E. F. Gent. Attornies of, &c. and to every of them.

THESE are to authorize and impower you, or any of you, to appear for me G. H. of, &c. in the Court of, &c. aforesaid, the next *Michaelmas* Term, and the same Term to confess one Judgment for 100*l.* Debt, besides Costs of Suit in any Action of Debt brought by, &c. against me the said G. H. upon one Bond or Obligation, bearing Date, &c. whereby I the said G. H. am become bound unto the said, &c. in the penal Sum of, &c. with Condition for the payment of, &c. at a Day since past: And for so doing this shall be your and every of your sufficient Warrant. Witness, &c.

A Warrant of Attorney to acknowledge Satisfaction.

To A. B. C. D. &c. Gent. Attornies of, &c. and to every of them.

WHEREAS E. F. of, &c. in *Michaelmas* Term last past, did obtain and recover one Judgment in the Court of, &c. aforesaid, against G. H. of, &c. for 1000*l.* Debt, and, &c. for Damages and Costs of Suit, as by the Records thereof remaining in the said Court may appear: For which said Judgment, Debt and damages thereupon recovered, I the said E. F. am, and do hereby acknowledge myself to be fully satisfied, contented and paid. These are therefore to desire and authorise you, or any of you, and I do hereby give you, and every of you, full Power and Authority to acknowledge Satisfaction upon Record in the said Court, for me and in my Name, of and for the said Judgment, and the said Debt and Damages thereupon recovered: And for
your

your or any of your so doing, this shall be your sufficient Warrant. In Witness, &c.

The Oath.

The above-named J. K. maketh Oath, that he saw the above-named E. F. duly seal and execute the Warrant of Attorney, (whereof the above Writing is a true Copy) and that he this Deponent is a subscribing Witness thereto, and that the Name J. K. subscribed as a Witness to said Warrant of Attorney, is this Deponent's Name, and his own proper Hand-Writing.

Sworn before me the first Day of *February*, 1751, at *Belfast* in the County of *Antrim*, by Virtue of a Commission to me directed, and I know the Deponent.

Warrant of Attorney from an Administrator to confess Judgment against the Effects of the Intestate only.

To A. B. Gentleman, Attorney in his Majesty's Court of Exchequer in *Ireland*, or to any other Attorney of the same Court.

WHEREAS there is a Suit commenced against me as Administrator of H. I. of, &c. deceased, by E. F. of, &c. in his Majesty's said Court of Exchequer, for the sum of 50*l.* Sterling Debt, due by Bond of the said H. I. bearing Date, &c. conditioned for Payment of the Sum of 25*l.* Sterling on, &c. Now these are to authorise and impower you or any of you to appear for me in the said Cause, and confess Judgment for the said Debt and Costs, as of any Time or Term after the Date of these Presents, against the Goods and Chattels of the said H. I. administered, by confessing the Action aforesaid, or otherwise, upon the Declaration filed against me as Administrator of the said H. I. in the said Court of Exchequer, so as that
my

my person or effects be in no Way prejudiced or affected by such Confession of Judgment : And for your or any of your so doing, this shall be a good sufficient Warrant. Given under my hand and seal, &c.

Of Awards.

AN Award is the Determination of Controversies between two Persons who are at Variance, made by Arbitrators indifferently chosen. And an Umpirage is where there is but one Arbitrator, and is generally where the Matter being referred to two, they cannot agree, whereupon a third Person is appointed to give in his Award.

All Awards must appoint either Party to give or do something beneficial, for it must not be on one Side only. The Performance of what is ordered by the Award, must be lawful and possible ; and there must be Means to recover it by Law : And the Award ought finally to determine all Controversies. *Co. Lit.* 206. 1 *Rel. Abr.* 152.

An Award may be by Word or Writing : but is usually in Writing.

An Award or Determination of Controversies.

TO all People to whom this present Writing Indented of Award shall come, Greeting. Whereas there are several Accounts depending, and divers Controversies and Disputes have lately arisen between A. B. of, &c. and C. D. of, &c. all which Controversies and Disputes are chiefly touching and concerning, &c. And whereas for the putting an End to the said Differences and Disputes, they the said A. B. and C. D. by their several Bonds or Obligations, bearing Date, &c. are become bound each to the other of them in the Penal Sum of, &c. to stand to and abide the Award and final Determination of us E. F. G. H. and J. K. of, &c. so as the said Award

ward be made in Writing, and ready to be delivered to the Parties in Difference on or before, &c. next, as by the said Obligations, and the conditions thereof, may appear. Now know ye, That we the said Arbitrators, whose Names are hereunto subscribed, and Seals affixed, taking upon us the Burthen of the said Award, and having fully examined and duly considered the Proofs and Allegations of both the said Parties, do, for the settling Amity and Friendship between them, make and publish this our Award by and between the said Parties in Manner following: That is to say, Imprimis, We do award and order, that all Actions, Suits, Quarrels and Controversies whatsoever, had, moved, arisen or depending between the said Parties in Law or Equity, for any Manner of Cause whatsoever, touching the said, &c. to the Day of the Date hereof, shall cease and be no further prosecuted: And that each of the said Parties shall pay and bear his own Costs and Charges in any wise relating to or concerning the said Premises. And we do also award and order, that the said A. B. shall pay or cause to be paid to the said C. D. the Sum of, &c. within the Space of, &c. and also at his own Costs and Charges do, &c. And further we do award and order, that the said C. D. shall pay, or cause to be paid, to the said A. B. the Sum of, &c. on or before, &c. or give sufficient Security for the same to the said A. B. &c. And whereas, &c. We do also award and order, &c. And lastly we do award and order, that the said A. B. and C. D. on Receipt of the several Sums, &c. shall in due Form of Law execute each to the other of them General Releases, sufficient for the releasing by each to the other of them, his Executors and Administrators, of all Actions, Suits, Arrests, Quarrels, Controversies and Demands whatsoever, touching or concerning the Premises aforesaid, or any Matter or Thing thereunto relating, from the Beginning of the World until the Day of, &c. last, In Witness, &c.

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An Award or Umpirage between two Persons.

TO all People, &c. I A. B. of, &c. send Greeting: Whereas great variance, strife and Controversy have been had, moved and stirred up between A. B. of, &c. and C. D. of, &c. for and concerning, &c. for the accommodating and ending whereof, either of the said Parties, by their mutual Consents and Agreements, have submitted and bound themselves, each to the other, by their several Bonds or Writings Obligatory, bearing Date, &c. in the Sum of, &c. to stand to, abide, observe, perform and keep the Award, Order, Arbitrament, Judgment, final End and Determination of E. F. and G. H. of, &c. Arbitrators indifferently chosen between the said Parties to arbitrate, award, order, &c. (as in the Bond) so as the said Award was made in Writing indented, under the Hands and Seals of the said Arbitrators, ready to be delivered to the said Parties at, &c. on, &c. last past. And if the said Arbitrators should not make their said Award in Writing, as aforesaid, on or before the said, &c. Then the said Parties were to stand to, obey, abide, observe, perform, and keep the Award, Umpirage, final End and Judgment of me the said A. B. Umpire indifferently chosen between the said Parties, for ending the Differences aforesaid, so as my said Award and Umpirage was made in Writing, &c. ready to be delivered to the said Parties, at, &c. on, &c. this Month of, &c. as by the said several Obligations and Conditions thereof may appear. And whereas the said E. F. and G. H. did not make up their said Award between the said Parties by the Time limited by the said Bonds of Arbitration, as above mentioned, whereby the composing the said Differences and Matters in Dispute depends wholly upon me. Now know ye, That I the said A. B. having taken upon me the Business and Charge of the said Award, and being willing to set the said Parties at Peace and Con-

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cord, by making a final End of the Controversies between them; and having, by good Advice and Deliberation, heard and examined the Titles, Allegations and Proofs of both the said Parties concerning the said Premises in Dispute, do make, publish, declare and deliver this my Award in Manner following; (that is to say) First, I finally award, judge and determine, that, &c. Secondly, That, &c. (Here insert the several Particulars of the Award.) In Witness, &c.

A Submission to an Arbitration to make it a Rule of Court.

BE it remembered, that A. B. and C. D. of, &c. being desirous to end and determine divers Controversies, Suits and Quarrels that have lately arisen between them, did, on, &c. agree to submit and refer all the said Controversies, Suits and Quarrels to the Award of E. F. and G. H. of, &c. to be made in Writing under their hands and Seals, &c. And the said Parties did mutually promise and oblige themselves, that they would perform and execute such Award as the said Arbitrators should make in the Premises. Now the said Parties do further agree, that the said Submission shall be made a Rule in his Majesty's Court of Common Pleas at *Westminster*, and that they will be finally concluded by the Arbitration that shall be made in the Premises by the said Arbitrators, pursuant to such Submission. Witness, &c.

Of Articles of Agreement,

ARTICLES of Agreement are mutual Covenants entered into by Parties, where both of them are obliged to do some Thing, one in return to the other.

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They are of various Kinds, as Business falls out ; and some of them are the following.

Articles between an Attorney and his Clerk.

Articles of Agreement made, concluded and agreed upon this Day, &c. in the Year, &c. between H. I. of, &c. of the one Part, and E. F. of &c. on the other Part.

WHEREAS the said E. F. hath placed T. F. his Son with the said H. I. as a Clerk, with him to dwell for the space of five Years, to be accounted from, &c. and hath paid with him 100^l. It is therefore covenanted and agreed in Manner following, (that is to say) First, the said E. F. doth covenant with the said H. I. that the said T. F. shall faithfully serve him the said H. I. as his Clerk for the Term of five Years aforesaid, without embezzling, mispending or purloining any of the Estate, Money, Goods, Writings or Chattels of him the said H. I. or any of his Clients, which shall be received by the said T. F. or committed to his Care or Charge : And that he shall not at any Time or Times absent himself from his said Master's Service, without his Consent, or directly or indirectly disclose or make known any Secrets either of his said Master's, or his Clients, to either of their Prejudice or detriment ; but shall in all things behave himself as a true and faithful Servant or Clerk ought to do.

And the said H. I. for the Considerations aforesaid, doth covenant with the said E. F. that he the said H. I. shall and will during the said Term, in the best Manner he can, inform and instruct the said T. F. in the Profession of the Law, and Practice of an Attorney ; and shall and will, at the end of the said five Years, (at the Request and Costs of the said E. F. or the said T. F.) procure the said T. F. to be admitted one of the Entering Clerks of the Court of King's Bench, &c. And also that the said H. I.

shall and will, during the said Term, find and provide the said T. F. competent and sufficient Meat, Drink and Lodging, and allow him 4*l.* a Year, to wit, 20*s.* a Term, towards his Expences, finding himself with Clothes, and washing his Linen. In Witness, &c.

To these Articles you may add a Clause to return Part of the Money given, if the Clerk dies within the Term.

Articles for the taking down an old House, and building up a new one for a certain Sum of Money.

Articles of Agreement made, &c. between A. B. of, &c. and C. D. of, &c.

First. **T**HE said C. D. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said A. B. his Executors, Administrators and Assigns, by these Presents, in Manner following, (that is to say) That he the said C. D. his Executors, Administrators and Assigns, or some of them, for the Considerations herein aftermentioned, shall and will forthwith take down or cause to be taken down, the now Dwelling-House of the said A. B. situate, &c. and in the Room and Stead thereof shall on or before, &c. next, make, erect, build and set up in a Workman-like Manner, one new Tenement or Dwelling-House, thirty Foot wide in Front, fifty Foot long or deep backwards, and three Story high, &c. each Story being, &c. Feet; together with a Cellar of the Dimensions of, &c. And shall also make four Rooms, &c. on each Floor: And also that he the said C. D. his, &c. shall find and provide, at his or their own Charges and Expence, all manner of Tiles, Bricks, Laths, Nails, Lead, Iron, Sand and Lime, Timber, and all other Materials whatsoever, which shall be fit and necessary to be used in or about the said Building
and

and shall carry away all Rubbish that shall any way arise by reason of the said Building.

And the said A. B. for himself, his Executors and Administrators, in Consideration of the said Building so to be built and finished in Manner aforesaid, by the said C. D. his, &c. doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That he the said A. B. his Executors, Administrators and Assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said C. D. his Executors, Administrators or Assigns, the Sum of 300*l.* of, &c. at three several Payments; *viz.* 100*l.* thereof on, &c. (or in Hand at his beginning of the Work, &c.) 100*l.* more when the Roof of the said Building is framed, timbered and tiled; and 100*l.* more Residue and in full Payment of the said Sum of 300*l.* when the whole Building is fully completed in a Workman-like Manner as aforesaid.

And for the Performance of all and every the Articles and Agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their Executors, Administrators and Assigns, each to the other, in the Penal Sum of 600*l.* of, &c. firmly by these Presents. In Witness, &c.

Articles for the Sale and Conveyance of an Estate.

Articles of Agreement indented, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, as followeth.

First. **T**HE said A. B. in Consideration of the Sum of 1000*l.* of, &c. to be paid as herein after is mentioned, doth hereby covenant and agree with the said C. D. that he the said A. B. shall and will, at the Costs and Charges of the said C. D. on or before, &c. next coming, by such Conveyances, Ways and Means in the Law, as his Council shall advise, well and sufficiently grant, convey

vey and assure to the said C. D. and his Heirs, or to whom he or they shall appoint, and to such Uses as he or they shall direct, all that Messuage, &c. with Covenants to be therein contained against all Incumbrances done or committed by him the said A. B. &c.

And the said C. D. for himself, his Heirs and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said C. D. shall and will, on executing the said Conveyance, pay unto the said A. B. his Heirs or Assigns, the said Sum of 1000*l.* as and for the Purchase-Money for the said Messuage and Premises above-mentioned.

Also it is further agreed by and between the said Parties to these Presents, That the said C. D. his Heirs and Assigns, shall and may forthwith enter into and upon the said Premises, and receive the Profits thereof to his and their own Use and Uses, paying unto the said A. B. Interest for the said 1000*l.* after the Rate of 5*l.* per Cent. per Annum from this Day until the said Conveyance shall be fully perfected and executed. In Witness, &c.

Between a Merchant and a Book-keeper for a Year.

Articles of Agreement indented and concluded on this _____ Day of _____ in the Year of our Lord 1762, between A. B. of London, Merchant, of the one Part, and C. D. of the same, Book-keeper, of the other Part.

THE said C. D. for the Consideration herein after mentioned, doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said A. B. his Executors and Administrators by these Presents, that he the said C. D. shall and will during the Space of one whole Year, to commence from the Day of the Date hereof, dwell, continue and abide with the said A. B. and him diligently and faithfully serve during the said Term,

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in keeping the Books of Accounts of him the said A. B. and in such other Employment, Business and Affairs as he the said A. B. shall think proper to employ him in during the said Term; and therein shall, from Time to Time and at all Times during the said Term, do, observe and fulfil the lawful and reasonable Commands and Directions of the said A. B. without disclosing the same or the Secrets of his Employment, Business or Dealings, to any Person or Persons whatsoever, during the said Term; and shall not, at any Time hereafter during the said Term, correspond with any Person or Persons corresponding with the said A. B. nor use any Traffick or Dealing in the Way of the said A. B. for himself or any other Person or Persons (other than the said A. B.) without the Permission and Consent of the said A. B. first had and obtained for that Purpose; and the said C. D. doth for himself, his Executors and Administrators, further covenant, promise and agree to and with the said A. B. his Executors and Administrators, that he the said C. D. shall and will from Time to Time during the said Term, write and keep a true and perfect Account and Accounts, for him the said A. B. and will not embezzle, purloin, wilfully waste or mispend any of the Goods, Wares, Monies, Merchandizes or Commodities of the said A. B. his Servants, Family, or any of them: And also, that he the said C. D. his Executors or Administrators, shall and will from Time to Time and at all Times during the said Term, upon Request, make and give unto the said A. B. his Executors and Administrators, a full, true, just and perfect Account and Reckoning in Writing, of and for all Money which he shall receive in or pay out, and of all Goods and Commodities which he shall at any Time during the said Term receive in or deliver out upon the Account and for the Use or by the Order of the said A. B. And also, that he the said C. D. his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said A. B. his Executors or Administrators, all such Sum and Sums

Sums of Money as shall appear to be due upon the Foot of such Account or Accounts: And also, that he the said C. D. his Executors or Administrators shall not, at any Time or Times during the said Term, trust or deliver forth upon Credit any of the Monies, Wares and Commodities of the said A. B. to any Person or Persons whatsoever, without the special Licence and Consent of him the said A. B. In Consideration of which said Service, so to be done and performed by him the said C. D. as aforesaid, the said A. B. doth for himself, his Executors and Administrators, covenant, promise and agree to and with the said C. D. his Executors and Administrators, that he the said A. B. shall and will pay, allow and give unto him the said C. D. for the said one Year's Service, the Sum of 5*l.* on the four Quarter-Days herein after mentioned, that is to say, on the ——— Day of ———, &c. by even and equal Portions, and shall and will during the said Term find and provide for the said C. D. competent and sufficient Meat, Drink, Washing and Lodging. In Witness whereof the said Parties to these Presents have hereto interchangeably set their Hands and Seals the Day and Year first above written.

An Agreement for an hired Servant.

Articles of Agreement indented, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, as follow, to wit,

THE said C. D. for the Consideration herein after mentioned, doth covenant, promise and agree to and with the said A. B. his Executors and Administrators, by these Presents, in Manner following, (that is to say) That he the said C. D. shall and will, for and during the Term of ——— Years, to begin and be accounted from the Date of these Presents, serve, abide and continue with the said A. B. his Executors and Administrators, as his and their cove-
nanted

nanted Servant, and diligently and faithfully, according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in, and do and perform all such Service and Business whatsoever, as well relating to the Trade of a Tobacconist, which the said *A. B.* now uses, as in and about all other Business, Matters and Things whatsoever as the said *A. B.* shall from Time to Time order, direct and appoint, to and for the most Profit and Advantage of the said *A. B.* that he can, and shall and will keep the Secrets of the said *A. B.* relating to the said Trade and Business; and likewise be just, true and faithful to the said *A. B.* in all Matters and Things, and no Ways wrongfully detain, embezzle or purloin any Monies, Goods or Things whatsoever belonging to the said *A. B.* And also shall and will keep just, true and faithful Accounts in the Books of the said *A. B.* of all Goods bought and sold, Monies received and paid, and of all other Things whatsoever relating to the Business of the said *A. B.* as shall come to be committed to his Care, Management or Disposal; and from Time to Time pay all Monies which he shall receive of or belonging to or by Order of the said *A. B.* into his Hands, and make and give up true and fair Accounts of all his Actings and Doings in the said Employment without Fraud or Delay, when and as often as he shall be thereto required. And in Consideration of the Premises, and of the several Matters and Things by the said *C. D.* to be performed as aforesaid, the said *A. B.* doth for himself his Executors and Administrators, covenant, promise and agree to and with the said *C. D.* by these Presents, that he the said *A. B.* shall and will find and provide unto and for the said *C. D.* in his Dwelling-House, sufficient Meat, Drink, Washing and Lodging, and also well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators, or Assigns, the Sum of 20*l.* a Year of lawful Money of *Great Britain* for the first — Years, and the Sum of 30*l.* a year for the Residue of the said Term of — Years,

Years, by equal Quarterly Payments, and shall and will allow the said *C. D.* such reasonable Expences in and about the Business aforesaid as he the said *A. B.* shall think fit. And the said Parties do mutually covenant and agree with each other, that if the said *A. B.* shall not be willing to continue the said *C. D.* in his Service after the Expiration of the said — Years; or if the said *C. D.* shall not be willing to serve and continue with the said *A. B.* after the Expiration of the said — Years; in either of the said Cases the said Parties shall and will give — Months Notice of such their Minds and Intention before the Expiration of the said Term. In Witness, &c.

Minutes of Agreement on a Sale of Wheat.

MEMORANDUM, It is agreed by and between *A. B.* of, &c. and *C. D.* of, &c. that he the said *C. D.* in Consideration of three hundred Quarters of Wheat sold to him this Day by the said *A. B.* and by him agreed to be delivered to the said *C. D.* free of all Charges and Expences whatsoever, on or before, &c. next, shall and will pay or cause to be paid to the said *A. B.* or his Assigns, within three Months after such Delivery, the Sum of, &c. and the said *A. B.* in Consideration of the Agreement aforesaid of the said *C. D.* doth promise and agree, on or before, &c. aforesaid, at his own proper Expence to send in and deliver to the said *C. D.* or his Assigns, the said three hundred Quarters of Wheat so sold to him as aforesaid; and that he the said *A. B.* shall and will warrant the same to be good, clean and merchantable Grain. In Witness whereof, the Parties above named have hereunto set their Hands, and Seals interchangeably the — Day of —.

Minutes

Minutes of Agreement between a House-keeper and his Lodger.

MEMORANDUM, It is agreed by and between *A. B.* of, &c. and *C. D.* of &c. as follows, (*viz.*) The said *A. B.* in Consideration of the Rent herein after mentioned, and agreed to be paid to him, hath letten to the said *C. D.* one Room up two Pair of Stairs forwards, Part of the now Dwelling-House of the said *A. B.* situate, &c. together with the Furniture at present standing therein, that is to say, one Looking-glass, &c. To hold to the said *C. D.* for the Term of one whole Year, to commence from, &c. at the yearly Rent of, &c. to be paid quarterly, to wit, at, &c.

The said *C. D.* in Consideration hereof agrees to pay the aforesaid yearly Rent of, &c. at the Times above limited for Payment thereof; and at the End of the Term aforesaid, or in Case of any Default in Payment, shall and will, at the Request of the said *C. D.* or his Assigns, immediately yield and deliver up to him or them the peaceable and quiet Possession of the said Room, together with the whole Furniture he from the first Entrance thereon found and possessed, in good and sufficient Plight and Condition, reasonable Wear and Tear only excepted. In Witness, &c.

Articles of Agreement before Marriage.

Articles of Agreement Tripartite indented, had, made, concluded and fully agreed upon the — Day of — between *A. B.* of, &c. of the first Part, *E. D.* of, &c. Daughter of, &c. of the second Part, and *C. D.* of, &c. and *E. F.* of, &c. of the third Part, as follows.

WHEREAS the said *E. D.* is seised to her and her Heirs in Fee Simple of and in certain Lands, Messuages, or Tenements, with the Appurtenances

nances situate, lying and being, &c. And whereas, a Marriage is shortly intended to be had and solemnized between the said *A. B.* and *E. D.* with whom the said *A. B.* is to have and receive two thousand Pounds in Money, over and besides the Lands and Premises above-mentioned, as and for her Marriage Portion; it is therefore covenanted and agreed by and between the said Parties to these Presents in Manner and Form following, (that is to say)

First, The said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and agree to and with the said *C. D.* and *E. F.* their Heirs and Assigns, that they the said *A. B.* and *E. D.* his intended Wife, in Case the said intended Marriage shall take effect, by Fine and other good and sufficient Conveyances in the Law shall settle and assure all these Lands, Messuages or Tenements, with the Appurtenances whereof she the said *E. D.* is seised as aforesaid, to the Use and Behoof of the said *A. B.* and his Assigns, during the Term of his natural Life; and from and after the Determination of that Estate, then to the Use and Behoof of the said *C. D.* and *E. F.* their Heirs and Assigns, during the natural Life of the said *A. B.* In trust to preserve and support the contingent Remainders herein after limited: and from and after the Decease of the said *A. B.* then to the Use and Behoof of the said *E. D.* his said intended Wife for and during the Term of her natural Life; and from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said *E. D.* by the said *A. B.* lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of the said *E. D.* her Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

And whereas the said *E. D.* is also possessed of or interested in, for the Remainder of a Term of 99 Years, (if she shall so long live) all that Messuage or Tenement with the Appurtenances, situate, &c. by Virtue of a certain Indenture of Lease thereof granted

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to the said *E. D.* by *L. M.* of, &c. Now the said *A. B.* for himself, his Heirs, Executors and Administrators, doth further covenant, grant and agree to and with the said *C. D.* and *E. F.* their Heirs and Assigns, that they the said *A. B.* and *E. D.* his said intended Wife (in Case the said Marriage shall take effect) shall and will, by like good and sufficient Conveyances in the Law, settle and assure the said Mesuage or Tenement, with the Appurtenances, in such Manner as that the same may be held and enjoyed, and the Rents and Profits thereof may be had, received and taken by the said *A. B.* and his Assigns, during so many Years of the said Term as he shall happen to live; and from and after his Decease, then by the said *E. D.* his said intended Wife and her Assigns, for and during so many Years of the said Term as she shall happen to live; and from and after her Decease, then by such Children of the said *E. D.* by the said *A. B.* to be begotten, in such Manner, as it may not be in the Power of the said *A. B.* to defeat such their Issue, and for Default of such Issue, then by the Executors, Administrators or Assigns of the said *E. D.* and upon no other Trust, and to and for no other Use, Intent or Purpose whatsoever.

And for as much as the said *A. B.* is not at present seised or possessed of an Estate sufficient to make a Jointure for the said *E. D.* his intended Wife, equivalent to her Fortune, the said *A. B.* doth for himself, his Heirs, Executors and Administrators, covenant, grant and agree to and with the said *C. D.* and *E. F.* their Heirs and Assigns, that in Case the said intended Marriage shall take effect, and he the said *A. B.* shall happen to die in the Life-time of the said *E. D.* that then he the said *A. B.* shall and will, by his last Will and Testament in Writing, or otherwise, give and assign unto the said *E. D.* the Sum of two thousand Pounds of lawful Money of *Great Britain*, or the full Value thereof in Lands, Tenements, Goods or Chattels, to be at her own proper

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Disposal,

Disposal, and to be by her received and taken to her own proper Use and Benefit. In Witness, &c.

Articles for the Assigning of East-India Stock.

Articles of Agreement made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, &c.

THE said *A. B.* in Consideration of five Guineas by said *C. D.* paid at and before the Sealing and Delivery thereof, the Receipt whereof is hereby acknowledged, doth covenant, promise and agree to and with the said *C. D.* his Executors, Administrators and Assigns, That if the said *C. D.* his, &c. shall transfer, or cause to be transferred, 100*l.* of the General Joint-Stock of the Governor and Company of Merchants of *London*, trading to the *East-Indies*, to the said *A. B.* his Executors, &c. on or before, &c. now next following; and thereof shall give Notice in Writing at the Dwelling-House of the said, &c. three Days at the least before such Transfer, That then he the said *A. B.* his Executors, Administrators or Assigns, shall and will accept the said 100*l.* Stock, and also well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, &c. at the Time of such transferring, the Sum of 150*l.* lawful *British* Money for the same; together with all such Sum and Sums of Money as shall after the Date hereof, and before such Transfer, become due or payable into the said Joint-Stock, on Account of the said 100*l.* Stock, by Virtue of any Order of a General Court, or other Courts: And then, and in such Case, all Dividends and Profits that shall after the Date hereof be voted, ordered, made, arise or happen on or in Respect of the said 100*l.* Stock, shall be and remain to the said *A. B.* his Executors, Administrators or Assigns. But if the said *C. D.* his Executors, Administrators or Assigns, shall not transfer, or cause to be transferred unto the

the said *A. B.* his Executors, &c. the said 100*l.* Stock as aforesaid within the Time aforesaid, Then this present Agreement to be void, and the said five Guineas to remain to the said *A. B.* In Witness, &c.

N. B. It is good to have Bonds in sufficient Penalties for Performance of all Articles.

Of Bills of Sale, and Bargains and Sales.

A Bill of Sale is an Instrument used for the transferring of the Property of Goods: But a Bargain and Sale transfers Lands, Tenements, Rents, Advowsons, Tithes, &c. in Fee-simple, Fee-tail, for Life or Years, as well as Goods and Chattels.

A Man may bargain and sell his Goods at any Time: And if the Bargain is, that you shall give me so much for a Horse, and you give me a Shilling or a Penny in Earnest, which I accept, this is a perfect Sale. *Noy Max.* 87.

Where Lands are conveyed by Bargain and Sale, there must be a good Consideration given; and where the Freehold is to pass, Inrollment is necessary (within six Months) as it is provided by *Stat. 27 H. 8.* and it needs no Livery of Seisin, &c. to perfect it: But a Bargain and Sale may be made of Goods and Chattels, Leases, &c. without Consideration or Inrollment, with Livery and Seisin. *5 Co. 1 2. Cro. 240.*

A Bill of Sale of Goods.

KNOW all Men, &c. That I *J. K.* of, &c. for and in Consideration of the Sum of, &c. to me in Hand paid at and before the Sealing and Delivery of these Presents, by *T. S.* of, &c. the Receipt whereof I do hereby acknowledge, have bargained

and sold, and by these Presents do bargain and sell, unto the said T. S. all the Goods, Household Stuff and Implements of Household, and all other Goods whatsoever, mentioned in the Schedule hereunto annexed, now remaining and being in, &c. in the Possession of, &c. To have and to hold all and singular the said Goods, Household Stuff and Implements of Household, and every of them, by these Presents bargained and sold, unto the said T. S. his Executors, Administrators and Assigns, for ever. And I the said J. K. for myself, my Executors and Administrators all and singular the said Goods and Household Stuff unto the said T. S. his Executors, Administrators and Assigns, against me the said J. K. my Executors, Administrators and Assigns, and against all and every other Person and Persons whatsoever, shall and will warrant and for ever defend by these Presents. Of which Goods I the said J. K. have put the said T. S. in full Possession, by delivering him one Silver Tankard, &c. at the Sealing hereof. In Witness, &c.

Of Goods Conditional in Nature of a Mortgage.

TO all to whom these Presents shall come, I A. B. of ——— send Greeting. Know ye that I the said A. B. for and in Consideration of ——— (*as in the last to*) and for ever defend by these Presents: Provided always, and it is hereby agreed between the said Parties to these Presents, that if I the said A. B. my Executors, Administrators or Assigns, or any of us, do and shall well and truly pay or cause to be paid unto the said C. D. or his Attorney, Executors, Administrators or Assigns, the sum of ——— on ——— for the Redemption of the said hereby bargained Premises, then these Presents and every Clause, Article, Condition and Thing herein contained, shall cease, determine, and be utterly void, otherwise to remain in full Force and Effect.

A Bill

A Bill of Adventure at Sea.

TO all People, &c. I J. K. of, &c. send Greeting: Whereas I the said J. K. intend, by God's Permission, to make a Voyage unto, &c. in the Ship called, &c. whereof E. F. is Master, and now bound thither: And whereas T. S. of, &c. the Day of the Date hereof, hath paid unto me the said J. K. the Sum of, &c. (or consigned to me one Gold Watch, &c.) the Receipt whereof I do hereby acknowledge; the Adventure of which said Sum of, &c. or Watch, &c. the said T. S. hath intrusted me with, and is content and agreed to bear and stand to Out and Home. Now know ye, That I the said J. K. do for me, my Executors and Administrators, covenant and grant to and with the said T. S. his Executors, Administrators and Assigns, by these Presents, that I the said J. K. my Executors, Administrators and Assigns, shall and will dispose, convert and Employ the said, &c. in the said Voyage, to and for the best and most Advantage of the said T. S. his Executors, Administrators or Assigns, according to the best of my Skill and Knowledge: And also that I the said J. K. my Executors, Administrators or Assigns, shall and will within, &c. Days next after my Return from the said Voyage, or the Arrival and Discharge of the said Ship within the Port of, &c. which shall first happen, not only give and deliver, or cause to be delivered, unto the said T. S. his Executors, Administrators or Assigns, a just and true Account of the Disposition and Management of the said Adventure; but also well and truly pay and deliver, or cause to be paid and delivered, unto the said T. S. his Executors, Administrators or Assigns, all such Money and Proceed as shall be due and coming to him the said T. S. his Executors, Administrators or Assigns, from me the said J. K. But if the said Ship shall be lost, miscarry, or be cast away in the said Voyage, then no Account is to be

given by me the said J. K. &c. for the Adventure aforesaid. In Witness, &c.

A Bill of Sale of Part of a Ship, with its Furniture, &c.

TO all People, &c. I H. I. of, &c. send Greeting. Know ye, That I the said H. I. for and in Consideration of the Sum of, &c. to me in Hand paid by T. S. of, &c. the Receipt whereof I do hereby acknowledge, &c. Have granted, bargained and sold, and by these Presents I the said H. I. do grant, bargain and sell unto the said T. S. one eighth Part (the Whole in eight equal Parts to be divided) of the Ship called, &c. of the Port of, &c. and Burthen of, &c. together with one full Eighth Part of all the Masts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Pieces of Ordnance, Guns, Gunpowder, Shot, Takle, Apparel, Ammunition and Furniture to the said Ship belonging or appertaining: To have and to hold the said Eighth Part of the said Ship, and all other the Premises hereby granted, with the Appurtenances, unto the said T. S. his Executors, Administrators and Assigns, as his and their own proper Goods, and to his and their own proper Use and Uses for ever. And I the said H. I. do for myself, my Heirs, Executors and Administrators, covenant and grant to and with the said T. S. his Executors and Assigns, by these Presents, that I the said H. I. at the Time of Sealing and Delivery of these Presents, am the true and lawful Owner and Proprietor of the said Eighth Part of the said Ship and Premises hereby granted, with the Appurtenances: And that I have full Power and Authority to grant, bargain and sell the said Eighth Part of the said Ship, with the Premises hereby mentioned to be granted, with the Appurtenances, unto the said T. S. his Executors, Administrators and Assigns, in Manner aforesaid: And also, That it shall and may be lawful to and for the said

said T. S. his Executors and Assigns, from Time to Time, and at all Times hereafter, quietly and peaceably to have, hold, possess and enjoy the said Eighth Part of the said Ship, and all other the Premises hereby granted or mentioned, or intended to be granted, with the Appurtenances, without the Lett, Trouble, Denial, Molestation, Hindrance or Disturbance whatsoever, of me the said H. I. my Executors, Administrators or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim from, by or under me, them, or any of us; and that freed and discharged of and from all former and other Bargains, Sales, Forfeitures, and Incumbrances whatsoever, made, done or committed by me the said H. I. &c. In Witness, &c.

A Bargain and Sale of Lands.

THIS Indenture made, &c. between H. I. of, &c. of the one Part, and T. S. of, &c. of the other Part, WITNESSETH, That the said H. I. for and in Consideration of the Sum of, —to him in Hand paid by the said T. S. the Receipt whereof the said H. I. doth hereby acknowledge, he the said H. I. HATH granted, bargained and sold, aliened and confirmed, and by these Presents DOth grant, bargain and sell, alien and confirm unto the said T. S. his Heirs and Assigns, for ever, all that Messuage, &c. and all that Piece or Parcel of Land, &c. situate, &c. and also all Trees, Woods, Under-woods, Tithes, Commons, Common of Pasture, Profits, Commodities, Advantages, Hereditaments, Ways, Waters and Appurtenances whatsoever, to the said Messuage and Lands above-mentioned belonging or anywise appertaining: And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises, and of every Part thereof: and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said H. I. of, in and to the said Messuage, &c. and Premises, and

and every Part thereof: To HAVE AND TO HOLD the said Messuage or Tenement, and all and singular the Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. S. his Heirs and Assigns, to the only proper Use and Behoof of the said T. S. his Heirs and Assigns, for Ever. AND the said H. I. for him and his Heirs, the said Messuage or Tenement and Premisses, and every Part thereof, against him and his Heirs, and against all and every other Person and Persons whatsoever, to the said T. S. his Heirs and Assigns, shall and will warrant and for ever defend by these Presents. In Witness, &c.

A Bargain and Sale of Timber.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and T. S. of, &c. of the other Part, Witnesseth, that the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said T. S. the Receipt whereof is hereby acknowledged, he the said A. B. hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said T. S. his Executors, Administrators and Assigns, all those Timber Trees, or other Trees now standing and being in, &c. marked by the said A. B. and T. S. with the Letters, &c. containing in Number, &c. and computed to be in the whole about, &c. Tuns; and also all the Loppings, Tops, Shrouds, Limbs and Boughs of the said Timber Trees, or other Trees whatsoever; To have and to hold the said Timber Trees, Lops, Tops and Shrouds hereby bargained and sold, or meant, mentioned or intended to be hereby bargained and sold, unto the said T. S. his Executors, Administrators and Assigns, to his and their own proper Use and Uses, for ever. And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said T. S. his Executors,

Executors, Administrators and Assigns, and every of them, by these Presents, That he the said T. S. his Executors, Administrators or Assigns, shall and may peaceably and quietly have, hold, take, receive and enjoy all and singular the said Timber Trees, and other Trees, and Premises herein or hereby mentioned or intended to be granted, bargained and sold, and every Part thereof, with Liberty of Ingress, Egress, and Regress, to fell, cut, fetch and carry away the same to his and their proper Use and Uses, without any Lett, Trouble, Molestation, Disturbance or Denial of him the said A. B. his Heirs or Assigns, or any Person or Persons, lawfully claiming or to claim from, by, or under him, them or any of them. And the said T. S. for himself, his, &c. doth covenant and grant to and with the said A. B. his, &c. That the said T. S. shall and will fell, cut down and carry away the said Timber Trees, or other Trees, above bargained and sold, off and from the Land of the said A. B. on or before, &c. next ensuing the Date hereof. In Witness, &c.

Of Contracts.

TO a Contract for the Sale of Goods of 10*l.* Value, it is requisite that the Buyer actually receive Part of the Goods sold, give something in Earnest, or that some Note be made thereof in Writing, and signed by the Parties to the Contract; otherwise it will not be binding. *Stat. 29, Car. 2.*

And Agreements not to be perform'd in the Space of a Year, are also to be put in Writing.

A Contract for the Sale of Cattle.

BE it remembered, This Day, &c. it is contracted and agreed between A. B. of, &c. and T. S. of, &c. that he the said T. S. in Consideration
of

of the Sum of 12*l.* to be paid, &c. shall have and receive from the Hands of the said A. B. by Sale thereof, two Milch Cows and one Bullock, &c. now in, &c. Ground belonging to the said A. B. To hold to the said T. S. as his own Goods for ever. For which the said A. B. is to execute to the said T. S. a Bargain and Sale on Payment of the aforesaid Sum of, &c. Witness, &c.

A Contract for the Sale of Wood.

MEMORANDUM, It is contracted this Day, &c. in the Year, &c. Between A. B. of, &c. and T. S. of, &c. and the said A. B. doth covenant and agree to and with the said T. S. to bargain and sell unto the said T. S. all those his Coppice Woods and Underwoods, now standing, growing and being in, &c. containing, &c. (the Soil of the same Coppice Wood, and all Timber Trees therein standing or growing, and usual and accustomed Standils there to be left, excepted) To hold the same Coppice Wood to the said T. S. his, &c. to his and their own Use and Uses for ever. In Consideration whereof the said T. S. doth hereby covenant and agree to pay unto the said A. B. the full Sum of, &c. when and as soon as the said A. B. shall sign, seal and deliver to the said T. S. a legal and absolute Bargain and Sale of the said Wood, and put him in Possession thereof, which is hereby agreed between the said Parties to be on or before, &c. And further it is agreed, That the said T. S. shall at his own Costs and Charges, fence and repair all the Hedges and Fences belonging to the said Coppice Wood, as shall be broken down by the felling, cutting or carrying away the said Wood, for the Preservation of the young Springs growing in and upon the same. And also that the said T. S. shall not sell any of the said Coppice-Woods but at seasonable Times of Felling, *viz.* between the Feasts of, &c. Witness, &c.

A Con-

A Contract for granting Lands by Copy of Court-Roll.

Manor of } At a Court-Baron held for the Right Ho-
 &c. } nourable J. Earl of, &c. the Day and
 Year, &c.

THEN contracted (on the Part and Behalf of, &c.) with A. B. in Consideration of the Sum of 100*l.* of lawful *British* Money, to grant to him by Copy of Court-Roll, all that Messuage or Tenement, with its Appurtenances, called, &c. in the Possession of, &c. lying within the Manor aforesaid: To hold to him the said A. B. for his own Life, and the Lives of C. B. and E. B. his sons, under the yearly Rent of, &c. and the Services accustomed, for the Fine aforesaid, to be paid on the Delivery of the Copy at the next Court. Witness my Hand.

E. F. Steward of the said Manor.

If the Estate be *Leasehold*, say, Grant a Lease of All that, &c. To hold to the said A. B. for 99 Years, if he the said A. B. and, &c. shall so long live.

Of Covenants.

A Covenant is the Agreement of two or more Persons in one Thing; and the chief Use of a Covenant is to bind a Man to do something *in futuro*.

There is a Covenant in Deed and a Covenant in Law; a Covenant in Deed is express and manifest; and a Covenant in Law is implied; As if a Man demise to another Lands, &c. for a certain Term, the Law intends on the Part of the Lessee, that he shall quietly enjoy against all Incumbrances.

A Cove-

A Covenant is also Real or Personal ; Real, where a man ties himself to pass Lands or Tenements, &c. and Personal, where one covenants with another to serve him, build a House, &c. Then there is a Covenant collateral, as Collateral Assurance is made over and besides the Deed itself. *F. N. B. 145.*

All Covenants must be to do Things lawful and possible, or they will be void.

A Covenant for Delivery of Corn sold.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, That the said A. B. hath bargained and sold unto the said C. D. ten Quarters of Wheat, at the Price of, &c. for every Quarter, to be delivered and paid for in such Manner as herein after is mentioned. And the said A. B. doth for himself, his Executors and Administrators, covenant and grant to and with the said C. D. his Executors and Administrators, by these Presents, that he the said A. B. his Executors, &c. shall and will deliver or cause to be delivered unto the said C. D. his Executors, &c. at, &c. the said ten Quarters of Wheat in Manner following ; (that is to say) five Quarters thereof in and upon, &c. and the remaining five Quarters on, &c. and that the said whole ten Quarters of Wheat shall be good, sweet, clean and merchantable, and not worse than the Sample thereof now shewn and left with the said C. D. And the said C. D. doth for himself, his Executors and Administrators, covenant and grant to and with the said A. B. his Executors, &c. by these Presents, that he the said C. D. for the said Wheat so to be delivered as aforesaid, shall and will, at, &c. well and truly pay or cause to be paid unto the said A. B. the Sum of, &c. in Manner following, that is to say, the Sum of, &c. in and upon, &c. and, &c. in and upon, &c. then next following. In Witness, &c.

A Co-

A Covenant in a Lease that the Tenant may leave the Premises before the End of the Term.

AND Lastly, it is covenanted and agreed between the said Parties to these Presents, That if he the said C. D. his Executors, Administrators or Assigns, shall be willing and desirous to leave the said demised Premises at the End of five Years next after the Commencement of this present Demise: and therefore shall give six Months Notice, or Warning in Writing under his or their Hands, unto the said A. B. his Heirs or Assigns, on the Feast of, &c. immediately preceding the Determination of the said Term of five Years; that then and immediately after the Expiration of the said Term of five Years, the Term and Estate of, &c. hereby granted shall cease, determine and be utterly void; any Thing herein before contained to the contrary thereof, in any wise notwithstanding. In Witness, &c.

A Covenant for granting of a further Term in a Lease.

AND also it is covenanted and agreed by and between the said Parties to these Presents, that the said A. B. his Heirs and Assigns, shall and will at the Costs and Charges of the said C. D. his Executors, Administrators or Assigns, at any Time within the last six Months of the said Term of, &c. hereby granted, upon the Request of the said C. D. his Executors, Administrators or Assigns, by an Indenture of Lease under his Hand and Seal executed in due Form of Law, demise, let and set unto the said C. D. his Executors, Administrators or Assigns, the Messuage or Tenement with the Appurtenances, and all and singular the Premises herein before demised, from the End of the said Term of, &c. hereby granted for the further Term of, &c. at and under the said yearly Rent of, &c. payable as is above mentioned;

I

and

and under the like Covenants, Conditions and Agreements as are herein before contained on the Tenant or Lessee's Part to be done and performed. It Witness, &c.

A Covenant or Proviso for adding of a further Life in a Leasehold Estate.

PROVIDED always, and it is hereby covenanted and agreed by and between the said Parties to these Presents, and hereby so declared, That whenever any one of the three Lives mentioned in the *Habendum* of these Presents shall happen to die, that then, in Case the other two of the said Lives named in the said *Habendum* shall be Living and in Health, he the said A. B. his Heirs and Assigns, shall and will upon Request to him or them made by the said C. D. his Executors, Administrators or Assigns, add and fill up another Life in the Room and Stead of the Person so dying, under the like Rents, Covenants and Agreements as are herein contained, upon Payment to him or them of the Sum of, &c. and defraying the Charges of making such Lease, so always as such Request be made, and such Sum of, &c. be paid by the said C. D. &c. within one Year after the Death of such Person so dying. In Witness, &c.

A Covenant that Lands assigned shall be liable to Redemption by Defeasance.

AND it is also agreed and declared by and between the said Parties to these Presents, That the said Premises above mentioned to be hereby assigned, and every Part thereof, shall be redeemed and redeemable by the said A. B. his Heirs and Assigns, on Payment to the said C. D. of such Sum and Sums of Money as shall be agreed, expressed and declared in and by one Indenture intended to bear Date, &c. and to be made between the said C. D. &c. of the one Part, and the said A. B. of the other Part, any
Thing

Thing herein contained to the contrary notwithstanding. In Witness, &c.

A Covenant to produce Writings for confirming the Title to an Estate.

AND lastly, the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That he the said A. B. his Heirs, &c. shall and will at any Time or Times hereafter, upon reasonable Request to be made to him or them by the said C. D. his Executors, Administrators or Assigns, or upon Notice in Writing, to be left at the most usual Place of Residence of the said A. B. his Heirs, &c. produce and shew forth in any Court or Courts, or before any Judge or other Person or Persons, whatsoever, for the better confirming of the Title to the said Messuage, &c. unto the said C. D. his Executors, Administrators and Assigns, all such Deeds, Evidences and Writings concerning the said Premises, as the said A. B. his Heirs, &c. or any of them now have, or at any Time or Times hereafter shall or may have in his, their, or any of their Custody or Possession, or may come by without Suit in Law. In Witness, &c.

Of Gifts, Grants, Exchanges, &c.

A Deed of Gift may be made of Lands or Goods; but Care must be taken that it be not fraudulent: For a Deed of Gift made with Intent to defraud Creditors of their just Debts, as against such Creditors, &c. is void. *Stat. 27 El.* When a Woman is married, all her Goods and Chattels become the Goods of the Husband by Gift in Law; but he is

liable to the Payment of her Debts: And when a Man is made Executor, the Law gives the Goods and Chattels of the Testator to the Executor; but subject to Payment of the Testator's Debts. 3 Rep. 27.

All Grants must be of Things certain: An Office, or any Goods or Chattels personal, may be granted by Word without Deed. And if a Man make Apparel for another, and put it upon him to use and wear, this amounts to a Gift or Grant in Law of the Clothes itself. 1 H. 4, 31.

A Deed of Gift of Goods and Chattels.

TO all People, &c. I A. B. of, &c. send Greeting; Know ye, That I the said A. B. for and in Consideration of the natural Love and Affection which I have and bear unto C. D. &c. and also for other good Causes and Considerations me thereunto moving, have given and Granted, and by these Presents do give, grant and confirm unto the said C. D. all my Goods, Chattels, Leases, Debts, Plate, Jewels, &c. and all my other Substance whatsoever, moveable and immoveable, of what Kind, Nature and Quality soever the same are, and in what Place or Places soever the same shall be found, as well in my own Custody or Possession, as in the Possession, Hands, Power and Custody of any other Person or Persons whatsoever (or all those Goods and Chattels in the Schedule hereto annexed mentioned;) To have and to hold all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid Premises, unto the said C. D. his Executors, Administrators and Assigns, to his and their own proper Use and Uses for ever: And I the said A. B. all and singular the aforesaid Goods, Chattels and Premises to the said C. D. his Executors, Administrators and Assigns, against all Persons, do warrant, and for ever defend by these Presents. In Witness, &c.

Livery

Livery and Seisin must be endorsed thus: *Memo-
randum*, the Day, &c. Livery and Seisin was deli-
vered by the within named A. B. unto the said C. D.
of one Piece of Plate, &c. in the Name of all the
Goods and Chattels within mentioned. To hold to
him the said C. D. his Executors, &c. for ever, ac-
cording to the within written Deed.

A Deed of Gift of Lands.

THIS Indenture made, &c. between C. D. of,
&c. of the one Part, and D. D. of, &c. Son
of the said C. D. of the other Part, Witnesseeth, that
the said C. D. for and in Consideration of the natural
Love and Affection which he hath and beareth to the
said D. D. and for the better Maintenance and Live-
lihood of him the said D. D. hath given, granted,
alienated, infeoffed and confirmed; and by these Pre-
sents doth give, &c. unto the said D. D. his Heirs
and Assigns, All that Messuage or Tenement, situate,
&c. and also all those Pieces or Parcels of Land lying,
&c. containing, &c. in the Tenure or Occupation of,
&c. and all and singular the Houses, Edifices, Build-
ings, Barns, Stables, Courts, Gardens, Orchards,
Feedings, Woods, Under-woods, Commons, Com-
mon of Pasture, Ways, Paths, Passages, Waters, Wa-
ter-courses, Easements, Profits, Commodities, Advan-
tages, Hereditaments and Appurtenances whatsoever
to the said Messuage or Tenement, Lands and Pre-
misses above-mentioned, or any Part thereof, belong-
ing or in any ways appertaining, or therewithal com-
monly used, occupied or enjoyed, or accepted, re-
puted, taken or known as Part, Parcel, or belonging
of or to the same; And the Reversion and Reversions,
Remainder and Remainders, Rent and Services of all
and singular the said Premises; and all the Estate,
Right, Title, Interest, Property, Claim and Demand
whatsoever of him the said C. D. of, in and to the said
Messuage, Lands and Premises, and of, in and to
every Part and Parcel thereof, with their and every

of their Appurtenances; and all Deeds, Evidences and Writings concerning the said Premises only, or only any Part thereof, now in the Hands or Custody of the said C. D. To have and to hold the said Messuage or Tenement, Lands, Hereditaments, and all and singular the Premises hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their Appurtenances, unto the said D. D. his Heirs and Assigns, to the only proper Use and Behoof of him the said D. D. his Heirs and Assigns for ever: And the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said D. D. his Heirs and Assigns, by these Presents, that he the said D. D. his Heirs and Assigns, shall and lawfully may, from henceforth for ever hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Lands and Premises above-mentioned to be hereby granted, with their and every of their Appurtenances; free, clear and discharged, or well and sufficiently saved and kept harmless of and from all former and other Grants, Bargains, Sales, Gifts, Jointures, Feoffments, Leases, Dowers, Estates, Entails, Rent-Charges, Arrearages of Rents, Statutes, Judgments, Recognizances, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, &c. by him the said C. D. his Heirs, Executors or Administrators, or any other Person or Persons lawfully claiming or to claim, by, from or under him, them, or any, or either of them. In Witness, &c.

A Grant of an Annuity issuing out of Lands.

THIS Indenture made, &c. between C. D. of, &c. of the one Part, and E. F. of, &c. of the other Part: Witnesseth, That the said C. D. for and in Consideration of the Sum of, &c. to him in Hand paid by the said E. F. the Receipt whereof is hereby acknowledged

acknowledged, he the said C. D. hath given, granted and confirmed, and by these Presents doth give, &c. unto the said E. F. and his Assigns, one Annuity or yearly Rent-Charge of, &c. to be received, taken, had and to be issuing out of all that Messuage, situate, &c. with all and singular the Hereditaments and Appurtenances thereunto belonging; to have and to hold the said Annuity or yearly Rent-Charge, of, &c. above-mentioned, unto the said E. F. and his Assigns, for and during the natural Life of him the said E. F. payable and to be paid in and upon, &c. yearly, by even and equal Portions. And if it shall happen the said Annuity of, &c. or any Part thereof, to be behind and unpaid in Part or in all by the Space of twenty-one Days next after either of the said Days or Times of Payment thereof appointed as aforesaid, then and so often, and at any Time thence after, it shall and may be lawful to and for the said E. F. and his Assigns, into the said Messuage, &c. out of which the same is issuing, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, the same in Pound to detain and keep until the said Annuity and the Arrearages thereof, with all Costs and Charges thereabout, shall be fully paid and satisfied; And the said C. D. for himself, his Heirs and Assigns, doth covenant and grant to and with the said E. F. his Executors, Administrators and Assigns, that he the said C. D. his Heirs and Assigns, shall and will well and truly pay, or cause to be paid unto the said E. F. or his Assigns, the said Annuity or yearly Rent-Charge of, &c. above-mentioned, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents: And also that the Messuage and Hereditaments above-mentioned to be charged or chargeable with the said Annuity or yearly Rent-Charge hereby granted, shall from Time to Time be and continue overt and sufficient for the Payment of

the

the said Annuity, &c. yearly, during the Life of the said E. F. In Witness, &c.

A Grant of an Advowson.

TO all People, &c. C. D. of, &c. Patron of the Rectory or Parish Church of, &c. sendeth Greeting: Know ye, that the said C. D. for divers good Causes and Considerations him thereunto moving, Hath given, granted and confirmed, and by the Presents doth for him and his Heirs give, grant and confirm unto E. F. of, &c. his Executors, Administrators and Assigns, the first and next Advowson, Donation, Nomination, Presentation, free Disposition and Right of Patronage of, in and to the Parsonage, Rectory or Parish Church of, &c. aforesaid, with full Power and Authority to and for the said E. F. his Executors Administrators and Assigns, to present a fit Person to the said Rectory or Parish Church whensoever the same shall first and next happen to become void by the Death, Resignation, Cession or Deprivation of, &c. the present Incumbent thereof, or otherwise howsoever. In Witness, &c.

If the Grant be of a *Presentation* to a Clerk, say, Hath given and granted, &c. unto E. F. of, &c. Clerk, the first and next Advowson, Donation, and Presentation of the Rectory of, &c. with all its Rights, Members and Appurtenances, when it shall become void by the Death or Resignation of the present Incumbent, &c.

A Grant of a Chaplainship.

KNOW all Men by these Presents, That I the Right Honourable T. Lord A. of, &c. have admitted, constituted and appointed, and by these Presents do admit, constitute and appoint the Reverend C. D. of, &c. my Domestic Chaplain; to have, hold and enjoy all and singular the Benefits, Privileges, Liberties,

Liberties, Commodities, and Advantages, due and of Right granted to the Chaplains of Nobility by the Laws and Statutes of this Realm. In Witness, &c.

A Grant and Exchange of Lands.

THIS Indenture made, &c. Between C. D. of, &c. of the one Part, and E. F. of, &c. of the other Part, Witnesseeth, That the said C. D. Hath given and granted, and by these Presents, doth give, &c. unto the said E. F. All that Messuage or Tenement, situate, &c. To have and to hold the said Messuage or Tenement and Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said E. F. his Executors, Administrators and Assigns, for and during the Term of, &c. in Exchange for one Messuage, &c. lying and being in, &c. For which Consideration the said E. F. hath given and granted, and by these Presents doth give, &c. unto the said C. D. All that the said Messuage, &c. last above-mentioned, with the Appurtenances: To have and to hold the said Messuage or Tenement and Premisses last above-mentioned, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of, &c. and fully to be compleat and ended, in Exchange of and for the said Messuage or Tenement, and Premisses first above-mentioned to be granted by the said C. D. to the said E. F. And the said C. D. for himself, his Executors and Administrators, doth covenant and grant to and with the said E. F. his Executors and Administrators, that he the said E. F. his Executors, Administrators and Assigns, shall and may from Time to Time and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premisses first above-mentioned, without the Lett, Trouble, Hindrance, Molestation, Interruption, or Denial of him the said C. D. his Executors, Administrators and Assigns, and

and every of them, and of all and every other Person and Persons whatsoever, claiming by, from or under him, them, or any of them. And the said E. F. for himself, his Executors and Administrators, doth covenant and grant to and with the said C. D. his Executors and Administrators, that he the said C. D. his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and Premises last above-mentioned to be situate, &c. without the Lett, Trouble, Hindrance, Interruption or Denial of him the said E. F. his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming by, from, or under him, them, or any of them. In Witness, &c.

N. B. Both the Estates granted in Exchange must be equal; as Fee-simple for Fee-simple, Life for Life, a Term for the like Term, &c. But the Things exchanged need not be of one Nature, or of equal Value; And in every Exchange is implied a Condition of Re-entry upon all the Land given in Exchange, if either of the Parties are evicted of the Lands assigned them, or any Part thereof. *Co. Lit.*

A Deed-Poll of Lands.

TO all People, &c. I, W. L. of, &c. for divers good Causes and Considerations me thereunto moving. Have remised, released, and for ever quit-claimed, and by these Presents do remise, release, and for ever quit-claim unto T. S. of, &c. All that Messuage or Tenement, &c. situate, &c. now in the Tenure or Occupation of, &c. To have and to hold all and singular the said Messuage or Tenement and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said T. S. his Heirs and Assigns, for ever;
And

And all the Estate, Right, Title, Interest, Claim and Demand whatsoever of me the said W. L. or any claiming under me, of, in and to the same Premises, or any Part or Parcel thereof. In Witness, &c.

Of Indentures, Defeasances, Licences.

INDENTURES are Deeds indented, cut at the Top one into the other, and are sometimes of many Parts: When a Deed is of two Parts, it is called Bipartite; when there are three Parts, Tripartite; when there are four Parts, Quadrupartite; when five Parts, Quinquupartite; and when it is of six Parts, Sextipartite. And every Party to the Deed is to have a Part of it. The Grantor, &c. signs the Original, and the rest are Counterparts.

There are other Indentures, smaller in their Nature, as Indentures of Apprenticeship, Partition, &c.

An Indenture for placing forth an Apprentice.

THIS Indenture made, &c. Witnesseth, That A. B. Son of, &c. hath of his own free and voluntary Will (or by and with the Consent of his Father) placed and bound himself Apprentice unto C. E. of, &c. Pewterer, to be taught in the said Trade, Science, or Occupation of a Pewterer, which he the said C. E. now useth, and with him as an Apprentice to dwell, continue and serve from the Day of the Date hereof until the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; During all which term, the said Apprentice his said Master well and faithfully shall serve, his Secrets keep, his lawful Commands gladly do; Hurt to his Master he shall not do, nor wilfully suffer to be done by others, but of the same to his Power shall forthwith give Notice to his said Master: The Goods of his said Master he shall not embezzle or waste, nor them lend

lend without his Consent to any ; at Cards, Dice, or any other unlawful Games he shall not play ; Taverns or Ale-houses he shall not frequent ; Fornication he shall not commit ; Matrimony he shall not contract ; from the Service of his said Master he shall not at any Time depart or absent himself without his said Master's Leave : But in all Things as a good and faithful Apprentice, shall and will demean and behave himself towards his said Master and all his, during the said Term. And the said Master his said Apprentice the said Trade, Science or Occupation of a Pewterer, with all Things thereunto belonging, shall and will teach and instruct, or cause to be well and sufficiently taught and instructed, after the best Way and Manner that he can : And shall and will also find and allow unto his said Apprentice, Meat, Drink, Washing, Lodging and Apparel, both Linen and Woollen, and all other Necessaries fit and convenient for such an Apprentice during the Term aforesaid : And at the End of the said Term shall and will give to his said Apprentice one new Suit of Apparel, &c. In Witness, &c.

An Indenture to place out a poor Boy Apprentice.

THIS Indenture, made, &c. Witnesseeth, That A. B. and C. D. Churchwardens of the Parish of, &c. in the County of, &c. and E. F. and G. N. Overseers of the Poor of the said Parish, by and with the Consent of, &c. two of his Majesty's Justices of the Peace of the said County, Have put and placed, and by these Presents do put and place L. M. a poor Boy of the said Parish, Apprentice to T. R. of, &c. with him to dwell and serve from the Day of the Date of these Presents, until the said Apprentice shall accomplish the full age of, &c. according to the Statute in that Case made and provided : During all which Term the said Apprentice his said Master faithfully shall serve in all lawful Businesses, according to his Power, Wit and Ability : And shall honestly,

neftly, orderly and obediently in all Things demean and behave himfelf towards his faid Mafter and all his during the faid Term. And the faid T. R. for himfelf, his Executors and Adminiftrators, doth covenant and grant to and with the faid Churchwardens and Overfeers, and every of them, their and every of their Executors and Adminiftrators, and their and every of their Succelfors for the Time being, by thefe Prefents, That he the faid T. R. the faid Apprentice in the Trade of, &c. which he now ufeth, fhall and will teach and inftitute, or caufe to be taught and inftituted, and during all the Term aforefaid find, provide and allow unto the faid Apprentice meet, competent and fufficient Meat, Drink and Apparel, Lodging, Washing and all other Things neceffary and fit for an Apprentice. And alfo fhall and will fo provide for the faid Apprentice, that he be not any way a Charge to the Parifh of, &c. or Parifhioners of the fame, but of and from all Charge fhall fave the faid Parifh harmlefs and indemnified during the faid Term; and at the End of the faid Term fhall and will, make, provide, allow and deliver unto the faid Apprentice double Apparel of all Sorts, good and new, *viz.* one good new Suit for the Holy Days, and another for the Working Days. In Witnefs, &c.

We W. B. and S. F. Efquires, two of his Majefty's Juftices of the Peace for the County of, &c. aforefaid, do hereby declare our Consent to the putting forth of the aforefaid L. M. Apprentice to the faid T. R. according to the Intent and Meaning of the Indenture above written.

An Indenture of Partition.

THIS Indenture made, &c. Between J. K. of, &c. of the one Part, and C. K. of, &c. of the other Part; Whereas W. K. late of, &c. deceased, Father of the faid J. K. and C. K. being in his Life-time feized in Fee, &c. of and in two Mefluages,
K &c

&c. situate, &c. did in and by his last Will and Testament, bearing Date, &c. give, devise and bequeath the said Messuages, Tenements, Hereditaments, and Premises above-mentioned, with the Appurtenances, unto the said J. K. and C. K. and to their Heirs and Assigns for ever, as by the said Will may appear. Now this Indenture Witnesseeth, that for a Division of the said Messuages, Tenements, Hereditaments and Premises aforesaid, it is covenanted, granted, concluded and agreed upon by and between the said J. K. and C. K. And the said J. K. for himself, his Heirs and Assigns, doth covenant, grant and agree to and with the said C. K. his Heirs and Assigns, by these Presents, That he the said C. K. his Heirs and Assigns, shall and may from henceforth have and enjoy in Severalty and full Satisfaction of his Moiety or Part of the said two Messuages, &c. above mentioned, All that Messuage, &c. called, &c. To have and to hold the said Messuage, &c. situate, &c. to the said C. K. his Heirs and Assigns, in Severalty, to his and their own proper Use and Behoof forever: And the said C. K. for himself, his Heirs and Assigns, doth covenant, grant and agree to and with the said J. K. his Heirs and Assigns, That he the said J. K. his Heirs and Assigns, shall and may from henceforth have, possess and enjoy in full Satisfaction of his Moiety, Share and Proportion of the said two Messuages, &c. above mentioned, All that other Messuage, called, &c. situate, &c. To have and to hold the said last mentioned Messuage, &c. to the said J. K. his Heirs and Assigns, in Severalty, to his and their own proper Use and Behoof for ever. And the said J. K. for himself, his Heirs and Assigns, for the Considerations aforesaid, hath remised, released, and for ever quit-claimed, and by these Presents doth remise, &c. unto the said C. K. his Heirs and Assigns, All the Estate, Right, Title, Interest, Claim and Demand whatsoever, which he the said J. K. now hath, or which at any Time hereafter he shall or may have, of, in
and

and to the said Messuage, &c. called, &c. above allotted and appointed unto him the said C. K. and his Heirs as aforesaid: And the said C. K. for himself, his Heirs and Assigns, for the Considerations above-mentioned, hath remised, released, and for ever quit-claimed, and by these Presents doth remise, &c. unto the said J. K. his Heirs and Assigns, All the Estate, Right, Title, Interest, Claim and Demand whatsoever, which he the said C. K. now hath or claimeth, or which at any Time hereafter he shall or may have or claim of, in and to the other Messuage, &c. called, &c. above allotted and appointed unto him the said J. K. and his Heirs as aforesaid. In Witness, &c.

An Indenture of Defeasance.

THIS Indenture made, &c. Between H. I. of, &c. of the one Part, and W. L. of, &c. of the other Part. Whereas the said W. L. in and by one Indenture, bearing Date, &c. for the Considerations therein mentioned, did grant, bargain, sell, alien, release, enfeoff and confirm unto the said H. I. his Heirs and Assigns, All that Messuage, &c. To hold to the said H. I. his Heirs and Assigns, to the only proper Use and Behoof of him the said H. I. his Heirs and Assigns for ever, as in and by the said recited Indenture may more at large appear. Now this Indenture Witnesseth, that it is covenanted, granted, concluded and agreed by and between the said Parties to these Presents, That if the said W. L. his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said H. I. his Executors, Administrators or Assigns, the Sum of, &c. in and upon, &c. That then the said recited Indenture or Conveyance of, &c. above-mentioned shall be void and of none Effect as to the said H. I. his Heirs, Executors, Administrators and Assigns; And that then and from thenceforth the said H. I. and his Heirs,

shall stand and be seised of the said Messuage and Premises, with the Appurtenances, To the Use of the said W. L. his Heirs and Assigns for ever ; and to and for none other Intent or Purpose whatsoever : And that in the mean Time, until Default shall be made in Payment of the said Sum of, &c. in Manner aforesaid, it shall and may be lawful to and for the said W. L. his Heirs and Assigns, to receive and take to his and their own Use and Uses, the Rents, Issues and Profits of the said Premises above-mentioned to be granted to the said H. I. But if Default shall be made of or in Payment of the said Sum of, &c. at the Days and Times above-mentioned ; then the said recited Indenture or Conveyance, and all the Estate thereby granted to the said H. I. his Heirs and Assigns, shall stand, remain and continue to the only Use and Behoof of him the said H. I. his Heirs and Assigns for ever, in full Force and Effect, absolute without any Proviso, Condition or Power of Redemption whatsoever. In Witness, &c.

An Indenture of Charterparty of Affreightment.

THIS Charterparty indented, made, &c. Between A. B. of, &c. Mariner, Master and Owner of the good Ship or Vessel called, &c. of the Burthen of, &c. of the one Part, and C. D. of, &c. Merchant, of the other Part, Witnesseth, That the said A. B. for the Considerations herein after mentioned, Hath granted and to Freight letten, and by these Presents doth grant, &c. unto the said C. D. his Executors, Administrators and Assigns, the whole Tonnage of the Hold, Stern, Sheets and Half Deck of the said Ship or Vessel, from the Port of, &c. to, &c. in a Voyage to be made with the said Ship in Manner following (that is to say) The said A. B. is to sail with the first fair Wind and Weather that shall happen next after, &c. (or before, &c. next) from the said Port of, &c. with the Goods and Merchandize of the said Freightor, his Factors or Assigns,
on

on Board to, &c. aforesaid, there to be discharged of her Cargo within fifteen Days next after her Arrival. In Consideration whereof the said C. D. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said A. B. his Executors, Administrators and Assigns, by these Presents, That he the said C. D. his Executors, Administrators, Factors, or Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, for the Freight of the said Ship and Goods, the Sum of, &c. (so much *per* Ton) within Twenty-one Days after the said Ship's Arrival and the Goods discharged at, &c. aforesaid: and also shall and will pay for Demorage (if any shall be by the Default of him the said C. D. his Factors or Assigns) the Sum of, &c. *per* Day, every Day as the same shall grow due: And the said A. B. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said C. D. his Executors, Administrators and Assigns, by these Presents, That the said Ship or Vessel shall be ready at the said Port of, &c. to take in Goods by, &c. Day, or before, &c. next coming; and within ten Days next after the said Ship or Vessel shall arrive at the said Port of, &c. in Manner aforesaid, he the said C. D. doth promise to have his Goods ready, and to be put on Board the said Ship to proceed on in the said Voyage. And the said A. B. for himself, his Executors and Administrators, doth further covenant, promise and grant to and with the said C. D. his Executors, Administrators and Assigns, That the said Ship or Vessel now is, and at all Times during the said Voyage shall be, to the best Endeavour of him the said A. B. his Executors and Administrators, and at his and their proper Costs and Charges, in all Things made and kept staunch, strong, well apparelled, and furnished and provided, as well with Men and Mariners, sufficient and able to sail, guide and govern the said Ship, as with all Manner of Rigging, Boats, Tackle, Furniture, Provision and

Appurtenances fitting and necessary for the said Men and Mariners, and for the said Ship, during the Voyage aforesaid. In Witness, &c.

Licence.

A Licence is a Power to do and execute some Act or Thing : or to enjoy some Benefit or Privilege or Protection.

A Licence to Let Lands.

MEMORANDUM, This Day, &c. Licence is granted unto A. B. to Let all that Tenement, &c. with the Appurtenances, within the Manor of, &c. or any Part thereof, to any Under-Tenant or Under-Tenants, for the Term of seven Years now next coming from the Date hereof, if he the said A. B. &c. shall so long live, &c. Provided the Houses, Hedges, Ditches, and other Inclosures be from Time to Time kept well and sufficiently repaired and amended, and the Rents, Duties, Services and Customs therefore due to the Lord of the said Manor, be well and truly rendered, paid and performed. Given under my Hand, &c.

C. D. Steward.

A Licence to a Debtor.

TO all People, &c. we A. B. C. D. E. F. &c. whose Names are hereunto written, and Seals affixed, Creditors of L. M. of, &c. Merchant, send Greeting. Whereas the said L. M. on the Day of the Date hereof is indebted unto us his said Creditors in divers Sums of Money, which, by Reason of great Losses and Misfortunes, he is not at present able to pay unto us without Respite of Time to be given for that purpose. Know ye therefore that we the said Creditors do by these Presents, give
and

and grant unto the said L. M. free Licence, and our sure and safe Conduct to come and go, and resort unto us, and every of us, to compound and take Order with us, and every one of us, for our and every of our said Debts; and also to go about his other Business and Affairs at his free Will and Pleasure, from the Day of the Date hereof unto the full End and Term of one whole Year next coming, without any Lett, Suit, Trouble, Arrest, Attachment or other Disturbance to be offered or done unto him the said L. M. his Wares, Goods, Money, or Merchandizes whatsoever, by us, or any of us, or by the Heirs, Executors, Administrators, Partners or Assigns of us, or any of us, or by our, or any of our Means and Procurement. And we the said Creditors severally and respectively, each for himself, his Executors and Administrators, doth severally and apart, and not jointly, covenant and grant to and with the said L. M. by these Presents, That if any Trouble, Vexation, Wrong, Damage, or Hindrance shall be done unto him the said L. M. either in his Body, Goods or Chattels, within the said Term of one whole Year from the Date hereof, by us, or any of us, the said Creditors, or by any Person or Persons by or through the Commandment, Procurement or Consent of us, or any of us, against the Tenor and Effect of this our Licence, that then he the said L. M. by Virtue of these Presents shall be discharged and acquitted for ever towards and against him and them of us, his and their Executors, Administrators, Partners and Assigns, and every of them, by whom and by whose Means he shall be vexed, arrested, troubled, imprisoned, attached, grieved or damnified, of all Manner of Actions, Suits, Quarrels, Debts, Duties and Demands, either in Law or Equity whatsoever, from the Beginning of the World to the Day of the Date of these Presents. In Witness, &c.

A Com-

A Composition with Creditors.

TO all to whom these Presents shall come, We whose Names are here under-written, and Seals affixed, Creditors of A. B. of, &c. send Greeting. Whereas the said A. B. doth justly owe and is indebted unto us, his said several Creditors, in divers Sums of Money; but by Reason of many Losses, great Hindrance, and other Damages happened unto the said A. B. he is become utterly unable to pay and satisfy us our full Debts, with such Goods, Wares and Merchandizes which he hath, which we the said Creditors are unwilling to accept of, or any Ways to intermeddle with the same: and therefore we the said Creditors have resolved and agreed to undergo a certain Loss, and to accept of Five Shillings for every Pound, owing by him the said A. B. to us the several and respective Creditors aforesaid, to be paid in full Satisfaction and Discharge of our several and respective Debts: Now know ye, that we the said Creditors of the said A. B. do for ourselves severally and respectively, and for our several and respective Heirs, Executors and Administrators, covenant, promise, compound and agree, to and with the said A. B. his Executors and Administrators, and to and with every of them by these Presents, that we the said several and respective Creditors, and our several and respective Executors, Administrators and Assigns, shall and will accept, receive and take of and from the said A. B. his Executors and Administrators, for each and every Pound that the said A. B. doth owe and is indebted to us the said several and respective Creditors, the Sum of five Shillings, in full Discharge and Satisfaction of the Several Debts and Sums of Money that the said A. B. doth owe and stands indebted unto us the said Creditors respectively; so that the said Sum of five Shillings, to be paid for each and every Pound that the said A. B. doth owe and standeth indebted unto us the said several and respective

respective Creditors, be paid unto us the said several and respective Creditors, our several and respective Executors, Administrators or Assigns, within the Time or Space of six Months next after the Date of these Presents. And we the said several and respective Creditors, do severally and respectively, for ourselves, our several and respective Heirs, Executors, Administrators and Assigns, covenant, grant, promise, and agree to and with the said A. B. his Executors, Administrators and Assigns, that he the said A. B. his Executors, Administrators and Assigns, shall and may from Time to Time and at all Times within the said Term or Space of six Months next ensuing the Date hereof, assign, sell or otherwise dispose of his said Goods and Chattels, Wares and Merchandizes, at his and their own free Will and Pleasure, for and towards the Payment and Satisfaction of the said five Shillings for every Pound the said A. B. doth owe and is indebted as aforesaid unto us the said respective Creditors: And that neither we the said several and respective Creditors or any of us, nor the Executors, Administrators or Assigns of us or any of us, shall or will, at any Time or Times hereafter, sue, arrest, trouble, imprison, attach, or condemn the said A. B. his Executors or Administrators, or his or their Goods and Chattels, for any Debt or other Thing now due and owing to us or any of us his respective Creditors aforesaid; so as the said A. B. his Executors or Administrators, do well and truly pay or cause to be paid unto us his said several and respective Creditors, the said Sum of five Shillings for every Pound he doth owe and standeth indebted unto us respectively within the said Time or Space of six Months next ensuing the Date hereof. In Witness, &c.

A Pro-

A Protection by a Member of Parliament.

TO all People, &c. I A. B. of, &c. Esq; send Greeting. Know ye, that I the said A. B. have employed and retained the Bearer hereof C. D. of, &c. as my Servant in and about my Affairs and Occasions, during this present Session of Parliament: And I do hereby will and require all Persons to forbear to arrest, attach or imprison him the said C. D. but to permit and suffer him peaceably and quietly to go about his Business at his Pleasure, without any Disturbance, as they will answer the contrary at their Peril. Given under my Hand, &c.

Of Leases, Distress for Rent, &c.

A Lease is a Deed whereby Lands and Tenements, &c. are demised and letten for a less Time than he that doth let them hath therein: and Leases are either for Life or for Years; Leases for Life are called *Freehold*, and require Livery of Seisin: Leases for Years are called *Chattels*, and are not inheritable by Heirs, but go to the Executors, &c. and a Lease for a thousand Years is but a Chattel.

A Lease may be made for Weeks, Months, Quarters, &c. until such a Term is expired: But in every Lease for Years, the Term must have a certain Commencement and Determination, or by Reference to a Certainty be made certain. If Tenant for Years set up Wainscot, Doors, Windows, Benches, &c. they may be taken down by such Tenant, so as it be done before the End of the Term, and he leave the Freehold in as good Condition as he found it. *Co. Lit. 55, 272.*

Tenants in Tail, Bishops, &c. may make Leases for Lives or Years upon certain Conditions: They are to be made, by Deed indented, to begin from
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the making; those made by Bishops, &c. are not to exceed twenty-one Years: They must be of Lands commonly let to farm; and the accustomed yearly Rent, or more, is to be reserved. *Stat. 32, H. 8.*

A Lease of a House for a Term of Years.

THIS Indenture made the fifth Day of *October* in the Year of our Lord One Thousand seven hundred and fifty-three, and in the twenty-seventh Year of the Reign of our Sovereign Lord *George the Second*, (by the Grace of God) King of *Great Britain, France and Ireland*, Defender of the Faith, &c. between A. B. of the Parish of, &c. in the County of, &c. Gentleman, of the one Part, and C. D. of, &c. in the County, &c. Mercer, of the other Part, Witnesseth, That the said A. B. for and in Consideration of the yearly Rent and Covenants herein after reserved and contained, on the Part and Behalf of the said C. D. his Executors, Administrators and Assigns, to be paid, observed and performed, Hath demised, granted and to farm letten, and by these Presents doth demise, &c. unto the said C. D. All that Messuage or Tenement called, &c. now in the Possession of, &c. situate and lying in, &c. with all and singular Ways, Waters, Lights, Easements and Appurtenances to the said Messuage or Tenement belonging or in any wise appertaining, together with the Use of the Goods in the Schedule hereto annexed mentioned; To have and to hold the said Messuage or Tenement and Premises above-mentioned, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from, &c. next, for and during the Term of seven Years thence next ensuing, and fully to be complete and ended: Yielding and paying therefore yearly, during the said Term, unto the said A. B. his Heirs and Assigns, the yearly Rent of 30*l.* of, &c. in and upon the Feasts of, &c. by even and equal Portions. And if it shall happen the said yearly Rent above reserved, or any Part thereof, to be behind or unpaid in Part or
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in all, by the Space of twenty-one Days next after any or either of the said Days appointed for Payment thereof; Then and from thenceforth it shall and may be lawful to and for the said A. B. his Heirs and Assigns, in the said Premisses to re-enter, and the same to have again, repossess and enjoy, as in his and their first and former Estate, Right and Title; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, that he the said C. D. his Executors, Administrators and Assigns, shall and will well and truly pay or cause to be paid unto the said A. B. his Heirs and Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, clear of and over and above all Taxes, Rates and Payments whatsoever (except, &c.) And also that he the said C. D. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the said demised Premisses, and every Part thereof, with the Appurtenances, in, by and with all and all Manner of needful and necessary Reparations whatsoever, when and as often a Need shall require: And the same so well and sufficiently repaired, maintained, sustained, upheld and kept, at the End of the said Term unto the said A. B. his Heirs and Assigns, shall and will peaceably and quietly leave and yield up; And also shall and will then leave unto the said A. B. his Heirs and Assigns, all such Goods as are mentioned in the Schedule hereto annexed, in as good Condition as they are now in (reasonable Usage of them, and the Casualty of Fire in the mean Time excepted.) And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, that he the said C. D. his Executors, Administrators
and

and Assigns, shall and may, by and under the yearly Rent and Covenants herein before reserved and contained, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Messuage or Tenement and Premisses above-mentioned, with the Appurtenances, for and during the said Term hereby granted, without the Lett, Trouble, Hindrance, Molestation, Interruption or Denial of him the said A. B. his Heirs or Assigns, or of any other Person or Persons claiming, or to claim by, from or under him, In Witness whereof the Parties first above-named, have to these present Indentures set their Hands and Seals, the Day and Year first above written.

A Lease of a House in London,

THIS Indenture made the Day and in the Year, &c. Between L. M. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, That for and in Consideration of the Rents and Covenants herein after reserved and contained, on the Part and Behalf of the said C. D. his Executors, &c. to be paid, kept and performed: He the said L. M. hath demised, leased, and to Farm letten, and by these Presents doth demise, &c. unto the said C. D. All that new built Messuage or Tenement, situate, &c. together with all Lights, Ways, Passages, Water-Courses, Easements, Profits, Commodities and Appurtenances to the said Messuage or Tenement belonging or appertaining; To have and to hold the said Messuage or Tenement, and all and singular other the Premisses, with their and every of their Appurtenances herein before-mentioned, or intended to be hereby demised, unto the said C. D. his Executors, Administrators and Assigns, from the Feast of, &c. for and during and unto the full End and Term of fourteen Years, from thence next ensuing, and fully to be complete and ended: Yielding and paying therefore yearly and every Year during the said Term unto the said L. M. his Executors, Administrators or Assigns,

signs, the Sum of 50*l.* of. &c. on the four most usual Feast Days or Terms in the Year (that is to say) the Feast of St. *Michael* the Archangel, &c. Provided always, that if it shall happen the said yearly Rent of 50*l.* or any Part thereof, shall be behind and unpaid by the Space of twenty-eight Days next after any of the said Feast Days, on which the same ought to be paid as aforesaid (being lawfully demanded,) That then and at all Times thence after, it shall and may be lawful to and for the said L. M. his Executors, &c. into the said demised Messuage or Tenement and Premises, or into any Part thereof, in the Name of the whole, to re-enter, and the same to have again, re-possess and enjoy, as in his and their former Estate; and the said C. D. his Executors, &c. thereout and from thence to expel and put out; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said C. D. for himself, his Executors, &c. doth covenant and grant to and with the said L. M. his Executors, &c. by these Presents, That he the said C. D. shall and will, during the said Term hereby demised, well and truly pay, or cause to be paid unto the said L. M. his Executors, &c. the said yearly Rent or Sum of, &c. on the Days and Times, and in Manner and Form above mentioned for Payment thereof, according to the Reservation thereof as aforesaid, and the true Intent and Meaning of these Presents: And also that he the said C. D. his Executors, &c. or some or one of them shall and will at his or their own proper Costs and Charges well and sufficiently repair, uphold, support, maintain and keep the said Messuage or Tenement and Premises, with the Glass-Windows, Pavements, Privies, Sinks, Gutters and Wydraughts belonging to the same, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, when and as often as Need or Occasion shall be or require, during the Term, (the Casualty of Fire, that may burn down or destroy the said Messuage or Tenement and Premises, or any Part thereof,

of, only excepted.) And the said Messuage or Tenement and Premises being so well and sufficiently repaired, &c. at the End of the said Term of, &c. or other sooner Determination of this present Demise, unto the said L. M. his Executors, &c. shall and will peaceably and quietly leave and yield up (except as is before excepted.) And further, That it shall and may be lawful to and for the said L. M. his Executors, &c. or any of them, with Workmen or others, or without, twice in every Year during the Continuance of this Demise, at seasonable Times in the Day-time, to enter and come into and upon the said demised Premises, or any Part thereof, and view, search and see the State and Condition of the Reparations of the same, and of all Defects, Defaults and Want of Repairs then and there found, to give or leave Notice or Warning in Writing at and upon the said demised Premises to and for the said C. D. for the Repairing and Amending of the same within the Space of, &c. then next following: Within which said Space or Time of, &c. after every or any such Notice or Warning, he the said C. D. for himself, his Executors, &c. doth hereby covenant to and with the said L. M. his Executors, &c. well and sufficiently to repair and amend the Defects and Want of Reparations so to be found as aforesaid (except as is before excepted.) And further, that he the said C. D. his Executors, &c. shall and will at all Times hereafter during the Term hereby demised, bear, pay and discharge all Taxes, Charges, Impositions and Parish-Duties, which shall be taxed, charged, imposed, or assessed upon the said Messuage or Premises aforesaid, or any Part thereof, (except, &c.) And the said L. M. for himself, his Executors, &c. doth covenant, promise, grant and agree to and with the said C. D. his, &c. that he the said C. D. his Executors, &c. paying the said yearly Rent of, &c. and performing all and every the Covenants and Agreements herein before contained, which on his or their Parts and Behalves are or ought to be paid, done

and performed, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby demised, for and during the Term hereby granted, without any lawful Lett, Suit, Trouble or Interruption of or by the said L. M. his Executors, &c. or any of them, or by or through his, their or any of their Acts, Means, or Procurement. And lastly, it is covenanted and agreed by and between the said Parties to these Presents, That the Sum of, &c. shall from Time to Time during this present Demise, be insured on the said Messuage, &c. hereby granted, with the Amicable Society for insuring of Houses, by the said L. M. his, &c. to secure the same from Loss, at the sole Cost and Charges of the said L. M. his, &c. And that in Case any Loss or Damage shall happen to the said Messuage, &c. by Fire, That then the said C. D. his, &c. shall have the whole Benefit of the said Insurance so to be made as aforesaid, and no other Person or Persons whatsoever : And that the said L. M. his Executors, &c. in such Case shall with all convenient Speed repair the said Messuage, &c. so as the same may be fit for the Habitation of the said C. D. and his Assigns, during the Residue of the said Term hereby demised, which shall be then to come and unexpired. In Witness, &c.

Of Distress for Rent.

WHEN Rent is behind and in Arrear, the Tenants Goods or Chattels may be distrained ; and if Cattle be distrained, they may be sent to the next Pound in the Barony, or may be kept on the Lands, and all Goods and Chattels distrained may be removed, except Corn or Hay. If the Rent be not paid, or the Distress replevined, within eight Days, it must be appraised by three or four Persons of the Barony, to be appointed by the Land-Lord, his Agent or Bailiff ; and the Land-Lord, Agent or Bailiff may administer an Oath to such Appraisers, honestly and truly

truly to value and appraise the Distress according to their respective best Skill and Knowledge. The Tenant must then be served with a Copy of the Bill of Appraisement, and if the Rent be not paid within eight Days from the Time of Appraisement, the Distress may be sold either by public Cant or in Market-overt, and if the Distress comes to more than the Rent due, the Overplus must be paid over to the Tenant, deducting the Expences of distraining, &c.

The Form of the Appraiser's OATH.

YOU shall swear that you will faithfully appraise and value the Goods now taken in Distress, and mentioned in the Inventory to you shewn, as between Buyer and Seller, according to the best of your Skill and Understanding.

So help you GOD.

Note. The Land-Lord must be accountable for the Value of the Goods as appraised.

The Form of the Inventory to be taken on making a Distress.

AN Inventory of the several Cattle, Goods and Chattels that were seized and distrained for Rent and Arrears, due to A. B. out of the Lands of C. in the County of D.

Twenty Cows, at ——— per.

One hundred Sheep, at ——— per.

Ten Horses, at ——— per.

And so on.

In the Brew-house.

One Copper — — — —

In the Room forward.

A Pair of Iron Grates and Crane — — —

A large Oval Table and }
six Leather Chairs, &c. }

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The Appraisers must here set down the Sum Total, and at the Bottom of the Inventory write thus, viz.

Witness our Hands this — Day of —, in the Year of our LORD, One Thousand seven hundred and fifty-four.

Valued in all at — Pounds — Shillings and — Pence.

The Form of a Bill of Appraisement.

WE the under-named at the Request and Appointment of A. B. or of C. D. Agent and Receiver, or of E. F. Bailiff of the said A. B. being first duly sworn by the said A. B. or C. D. or E. F. have valued and appraised the Cattle, Goods and Chattels herein after mentioned, to wit [*Here name them with their values,*] which were seized and distrained on the Lands of S. for Rent and Arrears of Rent, due to the said A. B.

Witness our Hands this — Day of —
1763.

Goods taken in Execution are not to be carried off the Premises, unless the Landlord's Rent, not exceeding a Year, be first paid.

By the late Act 15 *Geo. 2.* Chap. 8. Landlords may distrain Goods fraudulently carried off the Premises, within twenty Days after Removal, and sell them in the same Manner as if found thereon, provided they be not before actually sold for a valuable Consideration to a Person not privy to the Fraud.

Tenants, or others for them, carrying off or concealing Goods or Chattels to the Prejudice of the Landlord, forfeit to him double the Value of such Goods and Chattels, to be recovered by Action of Debt in the Courts of Record in *Dublin*, &c. If the Goods and Chattels do not exceed the Value of 20*l.* the same may be recovered by Civil Bill at the *Affizes*.

Landlords

Landlords may distrain Cattle for Rent on any Common Appendant or Appurtenant, or belonging to the Premises demised. If Tenants, who have Power by their Leases to surrender, do give Notice of quitting the Premises, and shall not deliver up the Possession at the Time in such Notice contained, such Tenant shall pay double Rent for such Times as such Tenant shall continue in Possession.

Distresses made on the Premises may be secured in the most convenient Part thereof; and if any Pound-Breach or Rescous be made of any Thing distrained for Rent and impounded, the Person aggrieved thereby shall have the like Remedy, as in Cases of Pound-Breach or Rescous.

By the aforesaid Act, 15 Geo. 2. Chap. 8. Attornments of Tenants to Strangers, except made in Pursuance of some Judgment or Decree in Law or Equity, are void.

We come now to speak something in Relation to Tenants holding over Lands, &c. after their Terms therein are expired, &c.

By 11 Ann, c. 2. Tenants for Life or Years, or those coming into Possession by or under such Tenants holding over the Premises, after the Determination of their Terms, and Notice given to deliver up Possession, are to pay the Landlord, or the Person entitled in Reversion, double the yearly Value. By the Stat. of 11 Ann, c. 2. the Landlord having a Right of Re-entry, may bring an Ejectment when half a Year's Rent is due, and no Distress to be found on the Premises, and if Judgment be had in such Ejectment, and the Rent ascertained due, be not paid in six calendar Months, after Possession given by the Sheriff, the Lease shall be avoided.

And by the Stat. of 4 of Geo. 1. c. 5. the Landlord may bring an Ejectment when one full Year's Rent is in Arrear, tho' there be sufficient Distress on the Premises.

and

And by a subsequent Act, the Mortgagee if served with the Ejectment shall be barred, unless the Rent be paid in nine Months. — Such Mortgages to be registered.

Full Costs are given by those Statutes, and no Privilege of Parliament to be allowed.

By another Statute the Landlord shall by Action, have Remedy for the Arrears due to the Time of the Execution and Possession given, and if a Bill for an Injunction be filed to stay Proceedings in Ejectment, or on a Distress, or on an Action for Rent, the Material Allegations of the Bill are to be verified by Affidavit.

Defendants in Replevin need only avow that the Tenant held the Premises at a certain Rent, &c. without further setting forth the Landlord's Title; and if the Plaintiff be nonsuited, or discontinue his Action, &c. the Defendant is to recover double Costs.

As many Mistakes happen in the Service of Ejectments, it may be proper to give some Directions for the same.

The Person who serves the Ejectment must be literate, and above sixteen Years old, and he must know the Lands or Premises, for which the Ejectment is brought; so as that he may be able to swear, that he knows the Lands, and that he hath served all the Tenants in Possession, and that he knows of no other in Possession, or who claim a Right. All Ejectments must be served before the Effoin Day of the Term next after which they are brought.

And the Person who serves them, must give a Copy to the Tenant, and shew him the Original, and tell him the Meaning; which is no more, than to read the Summons and Notice at the Foot of the Declaration.

If the Tenant be not at Home, his Wife, Son, Daughter, menial Man or Maid Servant, or Relation living in the House may be served, if the Son, Daughter,

ter, Servant or Relation, be above sixteen Years old; the Tenant may be served at any Place in Person, but the Service upon the Wife, &c. must be at the Dwelling House.

If any Person to whom a Copy is offered, refuses to take the Copy, it is to be thrown to such Person and the Original shewn, and meaning told as before.

Before we quit this Head, it will be proper to observe, that an Attorney appointed to make Leases, must not do them in his own Name, but in the Name of the Person that authorised him.

A Lease of a Shop.

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseeth, that the said A. B. for and in Consideration of the Rent and Covenants herein after reserved and contained, which on the Part and Behalf of the said C. D. his Executors, Administrators and Assigns, are to be paid and performed, Hath demised, granted, and to Farm letten, and by these Presents doth demise, &c. unto the said C. D. all that Shop or lower Room, situate, lying, and being in, &c. late in the Tenure of, &c. To have and to hold the said Shop or lower Room unto the said C. D. his Executors, Administrators and Assigns, from, &c. for and during the Term of, &c. fully to be complete and ended; yielding and paying therefore yearly and every Year during the said Term hereby granted, unto the said A. B. his Executors, Administrators and Assigns, the Rent or Sum of, &c. at the four usual Feasts or Terms in the Year (that is to say) the Feast of the Annunciation of the Blessed Virgin Mary, the Nativity of St. John the Baptist, the Feast of St. Michael the Archangel, and of St. Thomas the Apostle, by even and equal Portions; And if it shall happen the said yearly Rent or Sum of, &c. or any Part thereof, to be behind and unpaid in Part or in all by the Space of fifteen Days next after
either

either or any of the said Feasts or Days of Payment on which the same ought to be paid as aforesaid, being lawfully demanded; That then and from thenceforth it shall and may be lawful to and for the said A. B. his Executors or Assigns, into the said Shop or lower Room to re-enter, and the same to have again, repossess and enjoy, as in his and their first and former Estate or Estates; any Thing herein contained to the contrary notwithstanding. And the said C. D. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said A. B. his Heirs and Assigns, That he the said C. D. his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said A. B. his Heirs or Assigns, the said yearly Rent or Sum of, &c. on the respective Days of Payment above-mentioned. And the said A. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said C. D. his Executors and Assigns, That it shall and may be lawful to and for the said C. D. his, &c. under the Rent herein contained, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said Shop or lower Room hereby demised during the said Term hereby granted, without any Molestation, Disturbance or Denial of him the said A. B. his, &c. or of any other Person or Persons whatsoever, claiming or to claim by, from or under him, them or any of them. In Witness, &c.

A Lease of Ejectment.

THIS Indenture made, &c. Witnesseth, that the said W. H. for divers good Causes and Considerations him thereunto moving, Hath leased, set and to Farm let, and by these Presents doth lease, &c. unto the said L. M. All that Messuage, &c. To have and to hold the said Messuage, &c. unto the said L. M. his Executors, Administrators and Assigns, from the Feast of, &c. for and during the Term of,

of, &c. from thence next ensuing, and fully to be complete and ended; yielding and paying therefore yearly the Rent of one Pepper-Corn at the Feast of, &c. if the same be demanded. Provided always, that if the said W. H. his Executors, Administrators or Assigns, do and shall at any Time hereafter pay or tender, or cause to be paid and tendered unto the said L. M. his Executors, Administrators or Assigns, or to any other Person or Persons to his or their Use, the Sum of 1*s.* of, &c. To the Intent to make void this present Indenture: That then and at all Times from thenceforth, this Indenture, and the Lease hereby made, shall cease, determine and be void; Any Thing herein contained to the contrary notwithstanding. In Witness, &c.

Of Assignments.

AN *Assignment* is the setting over all a Man's Right in Land or Goods, to another Person. There is an Assignee in Deed, and an Assignee in Law; an Assignee in Deed, is he to whom a Lease, Estate or Interest is assigned by Deed: And an Assignee in Law, is such as the Law appointeth without Deed, as an Executor is an Assignee in Law. Dy. 5.

If a Lessee for Years assigns over his Term, the Landlord may charge which of them he will; but an Acceptance of the Rent from the Assignee (knowing of the Assignment) determines the Election. 3 Co. 24.

An Assignment of a Lease.

THIS Indenture made, &c. between L. M. of, &c. of the one Part, and W. H. of, &c. of the other Part. Whereas in and by one Indenture of

of Lease, bearing Date, &c. made or mentioned to be made between T. M. of, &c. of the one Part, and the said L. M. of the other Part: He the said T. M. for the Considerations therein mentioned, did demise, grant and to Farm let unto the said L. M. All that Messuage or Tenement, &c. situate, &c. To be had and holden unto the said L. M. his Executors, &c. from, &c. for and during the Term of, &c. thence next ensuing and fully to be complete and ended; At and under the yearly Rent of, &c. payable, &c. as in and by the same Indenture may more fully appear, Now this Indenture witnesseth, that the said L. M. for and in Consideration of the Sum of, &c. to him in Hand paid by the said W. H. the Receipt whereof the said L. M. doth hereby confess and acknowledge, He the said L. M. hath granted, bargained, sold, assigned and set over, and by these Presents, doth grant, &c. unto the said W. H. his Executors, Administrators and Assigns, All that the said Messuage or Tenement and Premises above recited, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years to come, Property, Claim and Demand whatsoever of him the said L. M. of, in and to the same, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease. To have and to hold the said Messuage or Tenement and Premises above-mentioned, and hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said W. H. his Executors, Administrators and Assigns, for and during all the Rest, Residue, and Remainder of the said Term of, &c. above recited, which is yet to come and unexpired, in as large and ample Manner to all Intents as he the said L. M. his Executors, &c. have or hath, might, should or ought to have held and enjoyed the same by Force and Virtue of the said recited Indenture of Lease, or by any other Ways or Means whatsoever. And the said L. M. for himself, his Executors, &c. doth covenant and grant to and with the said W. H. his Executors, &c.

&c. that the said recited and assigned Indenture of Lease is a good and sufficient Lease in the Law, and is now in full Force and Effect. And that the said L. M. hath not done any Act or Acts to incumber the said Premises, &c. but now hath good Right, full Power and lawful Authority to grant and assign the said Messuage or Tenement and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said W. H. his Executors, &c. in Manner aforesaid: And also that the said W. H. his Executors, &c. shall and may (under the Rent and Covenants, &c. in the said recited Lease) at all Times hereafter, for and during all the Rest and Residue of the said Term of, &c. Years as aforesaid, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby assigned, and every Part and Parcel thereof, with the Appurtenances, without the Lett, Trouble, Hindrance, Molestation or Denial of him the said L. M. his Executors, &c. or any other Person or Persons whatsoever lawfully claiming the said Premises, or any Part thereof, by, from, or under him, them or any of them, or by his or their Means or Procurement. And further, that he the said L. M. his Executors, &c. and all and every other Person and Persons, and his and their Executors, &c. any thing having or claiming in the said Messuage or Tenement and Premises above-mentioned, or any Part thereof, shall and will from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges in the Law of the said W. H. his Executors, &c. make, do and execute, or cause to be made, done, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better, and more perfect granting and assigning of the said Premises above-mentioned, with the Appurtenances, unto the said W. H. To hold to him the said W. H. his Executors, Administrators and Assigns, for and

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during

during all the Rest and Residue of the said Term of, &c. to come and unexpired, as by the said W. H. his, &c. or his or their Council learned in the Law shall be reasonably devised or advised and required. In Witness, &c.

An Assignment of a Chamber in an Inn of Court.

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part. Whereas in and by a certain Writing, made and dated at *Lincoln's Inn* the Day, &c. the Benchers of the said Inn and Society did order that the said A. B. should have a Lease of all that Chamber up two pair of Stairs, Number, &c. in the Old Buildings, belonging to *Lincoln's Inn* aforesaid, for the Term of Twenty-one Years, to commence at, &c. then next ensuing, under the yearly Rent of, &c. as by the said recited Writing or Order may more fully appear. And whereas in Pursuance of the said Order, a Lease of the said Chamber has been since made and granted to the said A. B. for the said Term of Twenty-one Years. Now this Indenture witnesseth, that the said A. B. for and in Consideration of the Sum of, &c. of lawful Money of *Great Britain*, to him in Hand paid before the Sealing and Delivery hereof, by the said C. D. the Receipt whereof he doth hereby acknowledge, Hath granted, bargained, sold and assigned, and by these Presents doth grant, bargain, sell and assign unto the said C. D. his Executors, Administrators and Assigns, all that the Chamber aforesaid, with the Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said A. B. of, in and to the same, or any Part thereof: To have and to hold the said Chamber, with the Appurtenances, to the said C. D. his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of Twenty-one Years therein to come and unexpired. And the said A. B. doth

doth by these Presents, for himself, his Executors and Administrators, covenant and grant to and with the said C. D. his Executors, Administrators and Assigns, in Manner following, that is to say, That he the said A. B. hath good Right and full Power to grant and assign the said Chamber and Premises above-mentioned, in Manner and Form before expressed; and that the same is free and clear of all former Grants, Assignments and Incumbrances, Arrears of Rent, and other Duties, payable to the said Society of *Lincoln's Inn*, or any the Officers or Ministers thereof, or otherwise howsoever. And also that the said C. D. his Executors, Administrators and Assigns, shall and lawfully may at all Times hereafter, during the Rest and Residue now to come and unexpired of the said Term of Twenty-one Years, peaceably and quietly have, hold, occupy, possess and enjoy the said Chamber and Premises above-mentioned, and hereby granted and assigned, without any Lett, Suit, Trouble, Eviction, Ejection, Claim or Demand of or by the said A. B. his Executors or Administrators, or any other Person or Persons whatsoever. And that he the said A. B. his Executors, &c. shall and will within two Years next coming, at the reasonable Request, and at the Costs and Charges of the said C. D. make, do and execute such further Acts and Assurances for the better assigning of the said Chamber and Premises to the said C. D. as by him the said C. D. or his Counsel learned in the Law, shall be reasonably advised or required. In Witness, &c.

An Assignment of a Bond.

WHEREAS A. B. of, &c. in and by one Bond or Obligation, bearing Date, &c. became bound to C. D. of, &c. in the penal Sum of 500*l.* conditioned for the Payment of 250*l.* and Interest at a Day since past, as by the said Bond and Condition thereof may appear. And whereas there now remains due to the said C. D. for Principal and Interest on

the said Bond the Sum of 275*l.* of, &c. Now know all Men by these Presents, that the said C. D. for and in Consideration of the said Sum of, &c. to him in Hand paid by E. F. of, &c. the Receipt whereof the said C. D. doth hereby acknowledge: He the said C. D. hath assigned and set over, and by these Presents doth assign and set over unto the said E. F. the said recited Bond or Obligation, and the Monies thereupon due and owing: And all his Right and Interest of, in and to the same. And the said C. D. for the Considerations aforesaid, Hath made, ordained, constituted and appointed, and by these Presents doth make, &c. the said E. F. his Executors and Administrators, his true and lawful Attorney and Attornies irrevocable, for him and in his Name, and in the Name or Names of his Executors and Administrators, but for the sole and proper Use and Benefit of the said E. F. his Executors, Administrators and Assigns, to ask, require, demand and receive of the said A. B. his Heirs, Executors and Administrators, the Money due on the said Bond; and on Non-payment thereof, him, his Heirs, Executors and Administrators, to sue for, recover and receive the same. And on Payment thereof, to deliver up and cancel the said Bond, and give sufficient Releases and Discharges thereof; And one or more Attorney or Attornies under him to constitute: And whatsoever the said E. F. or his Attorney shall lawfully do in the Premises, the said C. D. doth hereby allow and confirm. And the said C. D. doth covenant with the said E. F. That he the said C. D. hath not received, nor will receive the said Monies due on the said Bond, or any Part thereof, neither shall or will release or discharge the same, or any Part thereof, but will own and allow of all lawful Proceedings for Recovery thereof, he the said E. F. saving the said C. D. harmless of and from any Costs that may happen to him thereby. In Witness, &c.

An

An Assignment of a Judgment.

THIS Indenture made the——Day of——in the
 ——Year of the Reign of ——, and in
 the Year of our LORD ——between A. B. of,
 &c. of the one Part, and C. D. of, &c. of the other
 Part: Whereas the said A. B. did as of—Term 1754,
 obtain a Judgment against E. F. of, &c. in his Ma-
 jesty's Court of——in *Ireland*, for the Sum of ——*l.*
Sterl. Debt, besides Cost, as by the Records of the
 said Court may appear.

And whereas there is now due and owing on the
 said recited Judgment, for Principal, Interest and Cost,
 the Sum of ——*l. Sterl.* Now this Indenture wit-
 nesseth that the said A. B. for and in Consideration
 of the said Sum of ——*l. Sterl.* to him in Hand paid
 upon the Perfection hereof by the said C. D. the Re-
 ceipt whereof the said A. B. doth hereby acknow-
 ledge, and thereof doth acquit and discharge the said
 C. D. his Executors and Administrators for ever by
 these Presents, hath granted, assigned, transferred and
 made over, and by these Presents doth grant, assign,
 transfer, and make over unto the said C. D. the said
 recited Judgment, and all Money due and to grow
 due thereon, for Principal, Interest and Cost. To
 have, hold, receive and take the same unto the said
 C. D. his Executors, Administrators and Assigns,
 from henceforth to his and their own Use, as his
 and their proper Goods and Chattels for ever. And
 the said A. B. doth hereby for himself, his Heirs,
 Executors and Administrators, covenant, promise and
 agree, to and with the said C. D. his Executors,
 Administrators and Assigns, that at the Time of the
 Perfection hereof, there is really truly and justly due
 and owing on the said recited Judgment, for Princi-
 pal, Interest and Cost the Sum of ——*l. Sterl.* and
 no Part thereof paid or otherwise satisfied. In
 Witness whereof the Parties aforesaid have hereunto

put their Hands and Seals, the Day and Year first before written.

*Sealed and Delivered,
In the Presence of*

Note, There must be a Memorial drawn on Parchment, and executed at the same Time the Assignment is made, and in Presence of the same Witnesses to the Assignment; which Memorial must be afterwards lodged and proved by an underwritten Affidavit at the Foot thereof, with and before the proper Officer in whatsoever Court the Judgment shall be obtained, and afterwards the Assignee may revive the said Judgment by *Sciēre Facias*, in his own Name.

The Form of a Memorial of an Assignment of a Judgment, and Affidavit.

A MEMORIAL of a Deed dated and made between, &c. reciting that the said A. B. did, as of — Term 1754, obtain a Judgment against E. F. of, &c. in his Majesty's Court of — in Ireland, for the Sum of — Sterl. Debt, besides Cost, whereby the said A. B. for the Consideration in the said Deed mentioned, did assign and make over unto the said C. D. the said recited Judgment, and all Money due and to grow due thereon, for Principal, Interest and Cost: To hold, receive and take the same unto the said C. D. his Executors, Administrators and Assigns, from thenceforth, to his and their own Use, as his and their own proper Goods and Chattels for ever. And the said A. B. did by the said Deed, covenant, that there was then due and owing on the said recited Judgment for Principal, Interest and Cost, the Sum of — l. Sterl. and no Part thereof paid or otherwise satisfied; And which said Deed and this Memorial are witnessed by G. H. of, &c. and J. K. of, &c.

*Signed and Sealed
in Presence of*

Note,

Note, This Memorial must be executed by the Assignor. The affidavit must be wrote at the Foot of the Memorial, and is as follows :

THE above-named G. H. maketh Oath, that he saw the above-named A. B. duly seal and execute the above-mentioned Deed (whereof the above Writing is a Memorial,) and also saw the said A. B. duly Sign and Seal the said Memorial, and that this Deponent is a subscribing Witness to the said Deed and Memorial, and delivered the same to, &c. at about 12 o'Clock at Noon.

An Assignment of a Judgment recovered.

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part ; whereas the said A. B. did in — Term, in the Year of our LORD — recover by Judgment in his Majesty's Court of — in Ireland, against E. F. of, &c. the Sum of — Debt, and —, for Damages, as by the Record thereof, now remaining in the said Court may appear. Now this Indenture witnesseth that for and in Consideration of the Sum of, &c. of lawful Money of Great Britain, to him the said A. B. in Hand well and truly paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, he the said A. B. hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth grant, bargain, sell, assign, transfer and set over unto the said C. D. his Executors, Administrators and Assigns, the said Judgment so recovered as aforesaid, against the said E. F. and all the Benefit and Advantage, Sum and Sums of Money, that may be had, obtained or gotten by Reason or Means of the said Judgment, or any Proceedings to be had thereupon. [*Here insert a Covenant as before, that the Money is due and no Part thereof paid ; also A. B. must sign and seal a Memorial in the Form before mentioned.*] An

An Assignment of a mortgaged Term in Trust to attend the Inheritance.

THIS Indenture of three Parts, made, &c. between A. B. of, &c. [*Here name the Mortgagee*] of the first Part, C. D. of, &c. [*Here the Mortgagor*] of the second Part, and E. F. of, &c. [*Here the Purchaser of the Freehold*] G. H. of, &c. and J. K. of, &c. [*Here the Trustees*] of the third Part: Whereas the said C. D. by Indenture of Demise, bearing Date, &c. did, for the Considerations therein mentioned, demise, &c. [*Here recite the Lease of the Premises*] To hold to the said A. B. his Executors, Administrators and Assigns, from the Day of the Date thereof, for and during the Term of 500 Years, from thenceforth next ensuing, and fully to be complete and ended, at and under the yearly Rent of one Pepper-corn, if demanded; in which said Indenture of Lease there was contained a Proviso or Condition to render and make void the same, upon Payment of the Sum of — of lawful Money of *Great Britain*, with legal Interest for the same, unto the said A. B. his Executors, Administrators or Assigns, by the said C. D. his Executors or Administrators, at a certain Day therein mentioned, and now long since past, as in and by the said in part recited Indenture of Lease, Relation being thereunto had, may more fully appear: And whereas Failure in Payment of the said Sum of, &c. with Interest for the same, hath been made by the said C. D. by Means whereof the said Premises above-mentioned are become forfeited to the said A. B. and his Estate and Interest therein, during the Residue and Remainder of the said Term of 500 Years, is become absolute in Law. And whereas, upon an Account this Day made up and stated between the said C. D. and A. B. there appears to be due unto him the said A. B. upon the aforesaid Security of the said Premises, the full Sum of, &c. for Principal Money and Interest. And whereas the said E. F. hath lately contracted with the said C. D. for the absolute Purchase of the

the Fee-simple and Inheritance of all and singular the said Premises above-mentioned, with the Appurtenances, for the Sum of, &c. of lawful Money aforesaid, and the said Fee-simple and Inheritance of the Premises are intended to be forthwith granted and conveyed by the said C. D. unto the said E. F. his Heirs and Assigns. Now to the End the said Term of 500 Years may be preserved and kept on Foot, to attend and wait on the Reversion and Inheritance of the said Premises, to protect and defend the same from all Incumbrances subsequent to the Creation of the said recited Term, This Indenture witnesseth, that the said A. B. for and in Consideration of the aforesaid Sum of, &c. [*Here repeat the Money due to the Mortgagee*] to him in Hand well and truly paid by the said E. F. (by and with the Direction and Consent of the said C. D. testified by his being Party to and signing and sealing of these Presents) the Receipt whereof the said A. B. doth hereby acknowledge: and also in Consideration of five Shillings, of like Money, to the said A. B. in Hand paid by the said G. H. and J. K. the Receipt whereof he the said A. B. doth hereby likewise acknowledge, he the said A. B. by and with the Direction and Consent of the said C. D. testified as aforesaid, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth grant, bargain, sell, assign, transfer and set over unto the said G. H. and J. K. (by the Nomination and appointment of the said E. F.) all and singular the said, &c. [*Here mention the Premises, as before directed to be described in the Recital Part*] above-mentioned, and every Part and Parcel thereof, with the Appurtenances, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, in Law and Equity, of him the said A. B. of, in and to the same, and every Part and Parcel thereof, with the Appurtenances, To have and to hold the said, &c. and Premises above-mentioned, and every Part and Parcel thereof with the Appurtenances unto the said G. H. and J. K. their Executors, Administrators

strators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of 500 Years above-mentioned, which is yet to come and unexpired. In Trust for the said E. F. his Heirs and Assigns, and such other Person and Persons to whom the Freehold and Inheritance of the Premises shall appertain and belong, to protect and defend the same from all subsequent Incumbrances, and also subject to the Proviso or Condition of Redemption in the said recited Mortgage expressed. And the said A. B. for himself, his Executors and Administrators, doth covenant and grant to and with the said E. F. his Executors, Administrators and Assigns, that he the said A. B. hath not committed or done any Act, Matter or Thing whatsoever, whereby or wherewith the said Premises above mentioned, or any Part thereof, are, is, shall, or may be charged, impeached or incumbered, in Title, Charge, Estate or otherwise howsoever, and that at the Time of the Perfection of these Presents, there is really, truly and justly due, and owing on the said recited Mortgage, for Principal and Interest, the Sum of———*l. Sterl.* and no Part thereof paid or otherwise satisfied. In Witness, &c.

An Assignment of Debts.

TO all People, &c. I A. B. of, &c. send Greeting. Whereas C. D. E. F. G. H. &c. are by, &c. indebted unto me severally in the Sums of, &c. for, &c. Now know ye, that I the said A. B. for and in Consideration of, &c. do hereby assign and set over to F. B. &c. the aforesaid Debts of, &c. to me due from, &c. as aforesaid; and all my Right, Title and Interest therein and thereunto, and to every of them, with full Power and Authority for him the said F. B. to sue for, recover and receive the same of the said C. D. E. F. G. H. &c. and every of them, to and for the only Use, Benefit and Behoof of the said F. B. his Executors, Administrators and Assigns. In Witness, &c.

Of

Of Mortgages, &c.

A Mortgage is defined to be a Pawn of Lands, Tenements, &c. for Money borrowed: And may be made by Lease for a long Term of Years, (the usual Way) Lease and Release, Assignment, &c. It is a Deed upon Condition, and until Failure in Payment of the Money borrowed, the Mortgagor is to enjoy the Lands; and tho' Failure be made, he has a Right of Redemption.

If any Person, who has once mortgaged Lands, mortgage the same to any other Person, without discovering to the second Mortgagee the prior Mortgage, the Mortgagor shall forfeit his Right of Equity of Redemption: and the second Mortgagee may redeem. *Stat. 4 & 5, W. & M.*

Besides Mortgages of Lands, Goods may be granted on Condition, in the Nature of Mortgage.

A Mortgage of Goods.

THIS Indenture made, &c. between L. M. of, &c. of the one Part, and W. H. of, &c. of the other Part, Witnesseth, That the said L. M. for and in Consideration of the Sum of, &c. to him in Hand paid by the said W. H. at and before the Sealing and Delivery of these Presents, the Receipt whereof the said L. M. doth hereby acknowledge; He the said L. M. hath bargained and sold, and by these Presents doth bargain and sell unto the said W. H. one Waggon, with the Horse-Tackle and other Appurtenances thereto belonging, &c. To have and to hold the said Waggon, and all other the Goods and Chattels above, by these Presents, bargained and sold unto the said W. H. his Executors, Administrators and Assigns, for ever. Provided always, and upon Condition, That if the said L. M. his Executors, Administrators or Assigns, do and shall well
and

and truly pay or cause to be paid unto the said W. H. his Executors, Administrators or Assigns, the full Sum of, &c. in and upon, &c. next coming, that then these Presents, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary in any wise notwithstanding. And the said L. M. for himself, his Executors and Administrators, doth covenant and grant to and with the said W. H. his Executors, Administrators and Assigns, That he the said L. M. his Executors, &c. shall and will well and truly pay, or cause to be paid unto the said W. H. his Executors, &c. the said Sum of, &c. at the Day and Time, and in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. In Witness, &c.

A Mortgage of Lands.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, that the said A. B. for and in consideration of the Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge; He the said A. B. hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said C. D. All that Messuage or Tenement, &c. situate, lying and being, &c. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances. To have and to hold the said Messuage or Tenement, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, for and during the Term of five hundred Years next and immediately ensuing and following, and fully to be complete and ended. Yielding and paying therefore yearly during the said Term, one Pepper-corn in and
upon

upon the Feast of, &c if demanded. Provided always and upon Condition, that if the said A. B. his Heirs and Assigns, do and shall well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the Sum of, &c. with legal Interest for the same, in and upon, &c. next ensuing the Date hereof: Then these Presents, and every Thing herein contained, shall cease, determine and be void; any Thing herein contained to the contrary notwithstanding. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors, Administrators and assigns, that he the said A. B. his Heirs and Assigns, shall and will well and truly pay, or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said full Sum of, &c. in and upon the said, &c. next coming, according to the true Intent and Meaning of these Presents: And also in Case Failure shall be made, that he the said C. D. his Executors, &c. shall and may at all Times after Default in Performance of the Proviso or Condition herein contained, peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, for and during the Remainder of the said Term of five hundred Years hereby granted, which shall be then to come and unexpired, without the Lett, Hindrance, Molestation, Interruption or Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person and Persons whatsoever. And further, that he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage or Tenement and Premises above-mentioned, or any Part thereof, shall and will at any Time or Times, after Default shall be made in Performance of the Proviso or Condition aforesaid, make, do and execute, or cause or procure to be made, &c. all and every such further and other

lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the farther, better and more perfect granting and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said C. D. To hold to him the said C. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of five hundred Years above-mentioned, which shall be then to come and unexpired, as by the said C. D. his Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised and required. And lastly, it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, That until Default shall be made in Performance of the Proviso or Condition herein contained, he the said A. B. his Heirs and Assigns, shall and may hold and enjoy the said Messuage or Tenement and Premises above-mentioned, and receive and take the Rents, Issues and Profits thereof to his and their proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

*A Declaration that a Man's Name is used in Trust
in a Mortgage, &c.*

WHEREAS A. B. of, &c. in and by one Indenture, bearing Date, &c. did, for the Considerations therein mentioned, grant, bargain and sell unto C. D. of, &c. his Executors, &c. all that Messuage or Tenement, &c. situate, &c. and also the Reversion and Reversions, Remainder and Remainders, Rent and Services of the said Premises, and of every Part thereof, with the Appurtenances; To hold unto the said C. D. his Executors, &c. for and during the Term of five hundred Years, and fully to be compleat and ended, under the yearly Rent of one Pepper-corn; which said recited Indenture is by a Proviso and Condition therein contained, defeasible
on

on Payment by the said A. B. unto the said C. D. of the Sum of, &c. and Interest, on certain Days therein mentioned; as by the said recited Indenture may more fully appear. Now know all Men by these Presents, That I the said C. D. do hereby declare, that my Name was and is made use of in the Indenture above recited, in Trust only for E. F. of, &c. and to and for his Use; And that I will from henceforth stand possessed of and interested in the said Mortgage and mortgaged Premises, in Trust for the said E. F. and for his Use and Benefit, and to and for no other Use, Intent or Purpose whatsoever. In Witness, &c.

If it be a Bond, say; Whereas in and by one Obligation, bearing Date, &c. A. B. of, &c. standeth bound to C. D. of, &c. in the Sum of, &c. conditioned for the Payment of, &c. with Interest for the same on, &c. next ensuing, as thereby may appear. Now know all Men, &c. That the said C. D. doth hereby acknowledge and declare, that the said Sum of, &c. lent upon the said Obligation was the proper Monies of E. F. of, &c. and that the Name of him the said C. D. is used in the said Obligation only in Trust and for the Benefit of him the said E. F. In Witness, &c.

*Affidavit that Lands are free from Incumbrances,
made by a Mortgager.*

A. B. of, &c. maketh Oath, That he the said A. B. hath not revoked, altered or made void any of the Uses, Trust or Powers expressed in, &c. concerning, &c. nor done, committed, or wittingly and willingly suffered any Act or Thing whatsoever, whereby the Lands, Tenements, Hereditaments and Premises, or any Part thereof, contained in the said, &c. were or are, or may or can be any ways impeached or incumbered in Title, Estate, Charge or otherways howsoever. And that all the said Premises now are absolutely free of and from all Incumbrances whatso-

ever, had, committed or suffered by him the said A. B. &c. or by any other Person or Persons whatsoever, except, &c.

Of Conveyances, Feoffments, Wills.

THE usual Conveyance of Lands at this Time, is by Lease and Release. A Lease for a Year, or a Bargain and Sale, is first drawn to give Possession, by Force of the Statute 27 H. 8. and then the Release is made to convey the Fee of the Premises to the Person intended.

A Release made by one that hath no Right to the Lands, is void : And a Release to one, that at the Time of the Release had nothing in the Lands, is also void ; for he ought to have a Free-hold, Possession or Privity. A Release of a Man's Right in Fee-simple, is not sufficient to pass the same : But a Release to a Man and his Heirs, will pass as a Fee-simple, and to the Heirs of his Body, as an Estate-Tail. *Co. Lit.*

A Feoffment was our ancient Conveyance of Lands : to which Livery and Seisin is necessary, the Possession being thereby given to the Feoffee ; And this Deed is said to excel a Fine or Recovery, it clearing all Disseisins, and other wrongful Estates, which no other Conveyance doth ; and for that it is so solemnly and publickly made, it has been of all other Conveyances the most observed. *Plowd. 554.*

By Lease and Release, Feoffment to Uses, Fine and Recovery of Lands, &c. Marriage-Settlements and Jointures are made to Women, (in Consideration of their fortunes) which the Law is ever careful to preserve ; and whereof the Woman may not be divested, but by her own Fine. *2 Co. Rep.*

All Grants, Conveyances, &c. made of Lands or Tenements, to defraud any Purchaser of the same for valuable Consideration, as against such Purchaser,

chaser, and all claiming under him, shall be void.
Stat. 27 Elix.

*A Lease, or Bargain and Sale, for a Year, as the
Foundation of a Release.*

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, witnesseth, That the said A. B. for and in Consideration of the Sum of five Shillings of, &c. to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged, he the said A. B. hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said C. D. all that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: To have and to hold the said Messuage or Tenement, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of one whole Year from thence next and immediately ensuing and following, fully to be compleat and ended; Yielding and paying therefore one Pepper-corn in and upon the Feast of St. Michael the Archangel, (if demanded;) To the Intent that by Virtue of these Presents, and by Force of the Statute for transferring of Uses into Possession, he the said C. D. may be in the actual Possession of all and singular the said Premises above-mentioned, with the Appurtenances; and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs,* to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever. In Witness, &c.

* If you are to make a Mortgage in Fee by Lease and Release, Say, *Upon and under such Provisoos and*

ever, had, committed or suffered by him the said A. B. &c. or by any other Person or Persons whatsoever, except, &c.

Of Conveyances, Feoffments, Wills.

THE usual Conveyance of Lands at this Time, is by Lease and Release. A Lease for a Year, or a Bargain and Sale, is first drawn to give Possession, by Force of the Statute 27 H. 8. and then the Release is made to convey the Fee of the Premises to the Person intended.

A Release made by one that hath no Right to the Lands, is void: And a Release to one, that at the Time of the Release had nothing in the Lands, is also void; for he ought to have a Free-hold, Possession or Privity. A Release of a Man's Right in Fee-simple, is not sufficient to pass the same: But a Release to a Man and his Heirs, will pass as a Fee-simple, and to the Heirs of his Body, as an Estate-Tail. *Co. Lit.*

A Feoffment was our antient Conveyance of Lands: to which Livery and Seisin is necessary, the Possession being thereby given to the Feoffee; And this Deed is said to excel a Fine or Recovery, it clearing all Disseisins, and other wrongful Estates, which no other Conveyance doth; and for that it is so solemnly and publickly made, it has been of all other Conveyances the most observed. *Plowd. 554.*

By Lease and Release, Feoffment to Uses, Fine and Recovery of Lands, &c. Marriage-Settlements and Jointures are made to Women, (in Consideration of their fortunes) which the Law is ever careful to preserve; and whereof the Woman may not be divested, but by her own Fine. *2 Co. Rep.*

All Grants, Conveyances, &c. made of Lands or Tenements, to defraud any Purchaser of the same for valuable Consideration, as against such Purchaser,

chaser, and all claiming under him, shall be void.
Stat. 27 Eliz.

*A Lease, or Bargain and Sale, for a Year, as the
 Foundation of a Release.*

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, witnesseth, That the said A. B. for and in Consideration of the Sum of five Shillings of, &c. to him in Hand paid by the said C. D. the Receipt whereof is hereby acknowledged, he the said A. B. hath granted, bargained and sold, and by these Presents doth grant, &c. unto the said C. D. all that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders, Rents and Services of the said Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: To have and to hold the said Messuage or Tenement, Lands, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of one whole Year from thence next and immediately ensuing and following, fully to be compleat and ended; Yielding and paying therefore one Pepper-corn in and upon the Feast of St. Michael the Archangel, (if demanded;) To the Intent that by Virtue of these Presents, and by Force of the Statute for transferring of Uses into Possession, he the said C. D. may be in the actual Possession of all and singular the said Premises above-mentioned, with the Appurtenances; and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs,* to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever. In Witness, &c.

* If you are to make a Mortgage in Fee by Lease and Release, Say, *Upon and under such Provisoes and*

Conditions, as in and by one Indenture intended to bear Date the Day next after the Day of the Date of these Presents, and to be made between the said A. B. of the one Part, and the said C. D. of the other Part, shall be declared concerning the same. In Witness, &c.

A Release or Conveyance of Lands.

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, and for divers other good Causes and Considerations him thereunto moving, he the said A. B. hath granted, bargained and sold, aliened, released and confirmed, and by these Presents doth fully, freely, and absolutely grant, bargain, &c. unto the said C. D. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs and Assigns for ever, all that Messuage or Tenement, situate, &c. with the Rights, Members and Appurtenances thereof, and all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Under-woods, Ways, Paths, Waters, Water-courses, Easements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement belonging, or in anywise appertaining, or which now are, or formerly have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part, Parcel or Member thereof, or of any Part thereof, situate, lying and being in, &c. aforesaid. And also the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said

Premises

Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well in Equity as in Law, of him the said A. B. of, in and to all and singular the said Premises above-mentioned, and of, in and to every Part and Parcel thereof, with the Appurtenances: And also all Deeds, Evidences and Writings touching or concerning the said Premises only, or only any Part thereof, together with true Copies of all other Deeds, Evidences and Writings which concern the said Premises, or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said A. B. or which he can or may get or come by, without Suit in Law; the same Copies to be made and written at the Request, Costs and Charges of the said C. D. his Heirs and Assigns: To have and to hold the said Messuage or Tenement, Lands, Hereditaments, and all and singular the Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Heirs and Assigns, That he the said A. B. now is the true, lawful and rightful Owner of all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, and of every Part and Parcel thereof, with the Appurtenances: And also that he the said A. B. now is lawfully and rightfully seised, in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, of and in all and singular the said Premises above-mentioned, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use and Uses, or other Matter, Cause or Thing to alter, change, charge or determine the same: And also, that he the said A. B. now hath good Right, full Power and lawful Authority,

rity, in his own Right to grant, bargain, sell and convey the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, To the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever, according to the true Intent and Meaning of these Presents: And also, that he the said C. D. his Heirs and Assigns, shall and may at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above-mentioned, with the Appurtenances, without the Let, Hindrance, Molestation, Interruption or Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person or Persons whatsoever; and that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified, of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intals, Fines, Post-Fines, Issues, Amerciaments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the Staple, Recognizances, Extents, Judgments, Executions, Rents, and Arrearages of Rents, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, &c. by the said A. B. or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them or any of them: And further, that he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, by, from or under him, shall and will from time to time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said C. D. his Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other
lawful

ther lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances, in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, To the only proper Use and Behoof of the said C. D. his Heirs and Assigns, for ever, as by the said C. D. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or advised and required. And lastly, it is covenanted, granted and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever, already had, made, levied, suffered, executed and acknowledged, or at any Time hereafter to be had, made, &c. by or between the said Parties to these Presents, or either of them, or by or between them or either of them, and any other Person or Persons whatsoever, of the said Messuage, Tenement, Lands, and Premises above-mentioned, with the Appurtenances, either alone by itself, or jointly with any other Lands, Tenements or Hereditaments, shall be and enure, and shall be adjudged, esteemed and taken to be and enure, as for and concerning all and singular the said Premises above-mentioned, with the Appurtenances, to and for the only proper Use and Behoof of the said C. D. his Heirs and Assigns, for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. In Witness, &c.

A Deed of Feoffment of a Messuage.

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, that the said A. B. for
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and in Consideration of the Sum of Five Hundred Pounds of lawful Money of *Great Britain*, to him in Hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, and for other good Causes and Considerations him thereunto moving, he the said A. B. hath granted, bargained and sold, aliened, infeoffed, released and confirmed, and by these Presents doth grant, &c. unto the said C. D. All that Messuage, &c. now in the Possession of, &c. situate, lying, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof; and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the same Premises, and of, in and to every Part and Parcel thereof: To have and to hold the said Messuage, &c. and Premises above-mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of him the said C. D. his Heirs and Assigns, for ever, under the yearly Rent of four Pence; (*or*, to be holden of the chief Lord or Lords of the Fee of the Premises, by the Rents and Services therefore due, and of Right accustomed.) And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Heirs and Assigns, that he the said A. B. now is lawfully and rightfully seised in his own Right of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee simple, of and in all and singular the said Messuage and Premises above-mentioned, and of every Part thereof, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing, to alter, change or determine the same: And also that he the said A. B. now hath good Right, full Power and lawful Authority in his own Right to grant, bargain, sell and convey the said Messuage and Premises above-mentioned with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use

Use and Behoof of the said C. D. his Heirs and Assigns, for ever, according to the true Intent and Meaning of these Presents : And also, that he the said C. D. his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceable and quietly have, hold, occupy, possess and enjoy all and singular the said Premises above-mentioned to be hereby granted, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said A. B. his Heirs or Assigns, and of all and every other Person and Persons whatsoever, claiming or to claim, by, from, or under him, them, or any of them : And further, that he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Messuage and Premises above-mentioned, or any Part thereof, by, from or under him, shall and will at all Times hereafter, at the Request and Costs of the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting, conveying and assuring of the said Premises hereby granted, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns, for ever, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. And lastly, the said A. B. hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint E. F. of, &c. and G. H. of, &c. his true and lawful Attornies, jointly, and either of them severally, for him and in his Name, into the said Messuage and Premises, with the Appurtenances, hereby granted and conveyed, or mentioned to be granted and conveyed, or into some Part thereof in the

the Name of the whole, to enter, and full and peaceable Possession and Seisin thereof for him, and in his Name, to take and have: and after such Possession and Seisin so thereof taken and had, the like full and peaceable Possession and Seisin thereof, or of some Part thereof in the Name of the whole, unto the said C. D. or to his certain Attorney or Attornies in that Behalf, to give and deliver: To hold to him the said C. D. his Heirs and Assigns, for ever, according to the Purport, true Intent and Meaning of these Presents; ratifying, confirming and allowing all and whatsoever his said Attornies, or either of them, shall do in the Premises. In Witness, &c.

The Livery and Seisin how made, and indorsed on the Deed: See Page 52, 53.

An Indenture of Copartnership between two Traders.

THIS Indenture made the——Day of—— in the Year of our LORD,——Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, that the said A. B. and C. D. having had Experience of each other's Care and Fidelity, in Confidence thereof, for the future have agreed upon a Copartnership and Joint-Trade, in carrying on the Trade of——, and therefore each of them doth respectively, and for their several and respective Executors and Administrators, covenant, promise and agree, to and with the other of them, his Executors and Administrators, by these Presents, that from and after the——Day of——next ensuing the Date of these Presents, they the said A. B. and C. D. shall be and continue Copartners and Joint-Traders in the Art, Trade, Mystery and Business of—— (that is to say) in buying, selling, vending, exchanging, and uttering of all Sorts of—— and other Things incident and belonging to the Trade of——; and also in the Management and doing of all such other Business, as they shall think fit, and mutually

mutually agree and consent to trade in, for and during, and to the full End and Term of — Years, from thenceforth next ensuing and fully to be complete and ended, if they shall both so long live. And for the carrying on of the said Joint-Trade, each of the said Parties to these Presents doth covenant, promise, grant and agree to and with the other of them, that they will each of them, bring in severally into the said Joint-Trade and Stock, in Money and Goods, to be used in the said Trade on or before the said — Day of — next ensuing the Date hereof, the full Sum or Value of — of lawful Money of *Great-Britain*, to be used and employed in the said Joint-Trade, upon the said Joint-Account. And it is herein and hereby also mutually covenanted and agreed, by and between the said Parties to these Presents, that the said Trade of — shall be carried on and managed at the Shop and Warehouse at the — situate in — or at any other Place they the said Parties to these Presents shall agree upon for that Purpose. And for the orderly Proceeding in and carrying on of the said intended Trade or Business, it is mutually covenanted, concluded and agreed upon by and between the said Parties to these Presents, and each of them doth for himself respectively covenant, promise, grant and agree, to and with the other of them, his Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) that they the said A. B. and C. D. shall be just and faithful to each other, in all their Buyings, Sellings, Accounts, Reconings, Disbursements and Dealings concerning the said Copartnership, and shall each of them endeavour by all just Care and Diligence to advance and promote the said Joint-Trade and Stock, without Fraud or Deceit, and give their Attendance upon the said Trade; And also the said A. B. his Executors or Administrators, shall have the full Interest, Right or Property of, in and unto one Moiety or half Part of the Joint-Stock of —, and other Things belonging to the said Copartnership, and also of, in and unto all the Gains, Profits, and Increase

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which shall arise, happen, accrue or be made thereby, or by the ordering or employing of the same, or by any Credit or Business to be by them managed or done as Copartners, and also shall bear and pay one Moiety of all Losses, Costs, Expences or Damages, which shall at any Time happen, arise, or come, or be expended or laid out, in, about or concerning the said Joint-Trade or Copartnership aforesaid, in any wise whatsoever: And that the said C. D. his Executors or Administrators, shall have the full Interest, &c. of, in and to the other Moiety or half Part, &c. [*Here go on exactly in the same Manner as in the foregoing Clause.*] And each of them the said A. B. and C. D. doth also for himself, his Executors and Administrators, covenant, promise, grant and agree to and with the other of them, his Executors and Administrators, that the said Joint-Stock, and also the Buyings, Sellings, Exchanging of Goods, Dealings, Gains, Debts and Credits which shall grow, arise, happen or be made, of or by Means of the said Joint-Trade, or any Thing incident or belonging thereunto, shall, from Time to Time, during all the said Term of the said Copartnership, be duly entered and fairly written in some convenient Book or Books, to be kept for that Purpose, within the Shop wherein the said Trade is to be driven, in such Manner as Men of the same Trade use or ought to do; of which said Books the said Parties to these Presents, and either of them, their respective Executors or Administrators, shall freely at all Times, as well during the Continuance, as after the Expiration of the Copartnership aforesaid, have the Sight and Perusal, when and as often as it shall be desired, and shall have Liberty to transcribe and copy out all or Part thereof, without any Let, Hindrance or Denial: And also that all Bonds, Bills, Notes, Specialties and Securities for Money whatsoever, at any Time to be made or taken for any Matter or Thing concerning the said Joint-Stock or Trade, and also all other Things to be sold, exchanged and delivered out of the said Joint-Stock or Trade, shall be made and taken in the Names
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of the said A. B. and C. D. and for their joint and equal Use and Benefit; and also that no more than — Shillings a Week shall be taken out of the said Joint-Stock by either of the said Parties to these Presents, until Notice be given to the other of them; and that each of the said Parties shall receive equally at the same Time out of the said Joint Stock, and not the one more than the other of them, except only Money to be and which shall be necessarily laid out in the said Stock and Trade, for the Support of the said Copartnership: And also that all Sum and Sums of Money to be taken out, as aforesaid, either to be divided or used in Trade, shall from Time to Time be entered into the said Book or Books, so to be kept, as aforesaid: And also that no Apprentice or Servant shall be taken during the Continuance of the said Partnership, but by and with the joint Consent of the said Parties to these Presents: And also, if any Book or Books, Money, Goods or other Things in Copartnership, shall be embezzled, purloined or spoiled by the Apprentice or Apprentices, or other Agent or Servant of the said Parties to these Presents, during the said Copartnership, then and in such Case, the Loss and Damage thereby happening shall be equally born and sustained by the said Parties to these Presents: And also, that neither of the said Parties shall at any Time sell or deliver out upon Trust, and without ready Money, to any Person whatsoever, any Part of the said Joint-Trade and Stock, to above the Value of —, unless upon Notice given to the other Party to these Presents, and his Consent thereunto first had and obtained; neither shall either of them lend any Money above the Value aforesaid, out of the said Joint-Stock, without such Consent as aforesaid: But if Goods of above — Value shall be trusted, or Money lent contrary hereunto, the same shall be sustained or made good by him so trusting or lending the same, and not by the said Joint-Stock: And also, that neither of the said Parties to these Presents shall, without Consent of the other of them, release or discharge

charge any Debt, Duty, Sum or Sums of Money, or other Things which shall be due, owing or belonging to the said Joint Account, or any Part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the said Joint Stock ; nor shall compound or agree to accept Part for the whole of any Debt, Duty or Sum of Money to them upon the Account aforesaid jointly owing or payable, without the Consent or Approbation of the other of them thereunto in Writing first had and obtained : And also, that neither of the said Parties to these Presents, shall at any Time during the said Copartnership, and before a final Partition be made between them, become bound or be Bail or Surety, for, with or to any Person or Persons whatsoever, either by Bond, Bill, Judgment, Statute, Recognizance, Promise, or otherwise, without the Privity and Consent of the other of them, thereunto in Writing first had and obtained : And also, that the said A. B. and C. D. shall and will, once in every Year, during the said Copartnership, at the Feast of ———, or within twenty Days after, or oftener, at the Request of either of them to that Purpose, join with the other of them, and perform and do whatsoever to him belongeth, or in him lieth, for the making up and passing of a new, plain and perfect Account and Reckoning between them, of and concerning all their Buyings, Sellings, Exchanges, Trading and Dealings for, upon or by Reason of the said Joint-Trade, and relating to the said Copartnership, and of all and every such Stock, ready Money and Things as concern or shall be employed in or about the same ; and of the Gains, Profits and Increase thereof, and also of the Charges, Damages and Expences happening or accruing thereby ; and likewise of all Debts owing or payable by the said Parties to these Presents, for, upon, or in respect of the said Joint-Trade and Dealing, to the Intent that it may appear how and in what State and Condition they stand, in Reference to the said Copartnership and Joint Stock ; and upon
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the finishing and perfecting every such Account, the same shall be fairly written in two several Books for that Purpose to be provided, both of which said Books shall be subscribed by both the said A. B. and C. D. and one of them so subscribed shall remain with the said A. B. and the other of them with the said C. D. which said Accounts so passed and subscribed shall not be called into Question, or be in any wise controverted, unless some manifest Error or Mistake shall plainly appear to have therein escaped their Notice, and that the same Error shall be discovered in the Life-time of both the said Parties, and not otherwise. Provided always, nevertheless, and it is expressly covenanted, concluded and agreed by and between the said Parties to these Presents, and the true Intent and Meaning of the said Parties hereunto is hereby declared to be, that if either of the said Parties shall die, during the Continuance of the said Copartnership, yet nevertheless no Benefit of Survivorship shall accrue unto, or be had or taken by the Survivor of them in any wise whatsoever, any Law, Usage or Custom, or any Thing herein before contained to the contrary thereof notwithstanding: But the one Moiety of the ready Money, Stock and Effects of the said Copartnership, and the Proceed thereof, shall come and be to the Executors or Administrators of such dying Person, or such other Person or Persons as he shall otherwise dispose thereof to, and the other Moiety thereof to the Survivor. And it is further covenanted, granted, concluded and agreed upon, by and between the said Parties to the Presents, that if any Debts shall be owing by the Copartners upon the said Joint Accounts, such surviving Partner shall out of the ready Money, or if there be not ready Money, then as soon as Money shall come in, and become due, satisfy and pay the same: And after all the Debts shall be paid, then such Survivor shall forthwith pay so much Money, as the Part, Share, or Dividend of the Goods of such deceas'd Partner shall amount unto, upon a Valuation to be made of the Stock, by two indifferent

Men of the same Trade ; the one to be chosen by the Survivor, and the other by the Person who shall have a Right to the Deceased's Share, and shall also account for and pay one Moiety of all the Debts due to the Copartnership which he shall receive (he being first allowed his Charges and Expences, in and about the getting in thereof.) And it is hereby further covenanted and agreed by and between the said Parties to these Presents, that within one Month next after the End or Determination of the said Copartnership, if both the said Parties shall be living, a final Account, Partition and Division shall be made and passed by and between the said Copartners, for and concerning all such Goods, Monies and Things, which shall be then due, owing and belonging unto the said Joint-Stock and Trade, or to the said Parties to these Presents, in respect thereof ; and also of and for all such Debts, Dues, or Sums of Money as by Reason of the said Joint-Trade shall be contracted, and be by them owing to any Person or Persons ; and likewise of and for all the Gains and Increase, Damages and Losses, happening or accruing by, through, or in Respect of the said Joint Trade or Copartnership, so that the State thereof may appear, and how much thereof shall belong to each Party ; and then, after all Debts and Sums of Money owing on the Account, or by Virtue of the said Copartnership, shall be discharged and paid, (and not before) the said A. B. his Executors, Administrators or Assigns, shall have and take to his and their own proper Use or Uses, one Moiety (the whole into two equal Parts to be divided) of all the Money, Goods and Things then in Stock between them ; And the said C. D. his Executors, Administrators or Assigns, shall likewise then have and take to his and their own Proper Use or Uses, the other Moiety of the Money, and the Goods and Things then in the Stock between them. And it is further covenanted and agreed, that in Case, at the End of the said Copartnership, the Money and Stock shall not be sufficient to clear and discharge all the Debts owing

ing upon the Account of the said Copartnership, that then each of the said Parties to these Presents, his Executors or Administrators, shall pay one Moiety thereof: And the said A. B. doth hereby covenant, grant and agree, to and with the said C. D. his Executors, Administrators and Assigns, that he the said A. B. his Executors or Administrators, shall and will well and truly pay or cause to be paid one Moiety thereof, and save and keep harmless the said C. D. his Executors and Administrators, of and from the same: And the said C. D. doth hereby covenant, promise, grant and agree, to and with the said A. B. his Executors and Administrators, that he the said C. D. his Executors or Administrators, shall and will pay or cause to be paid the other Moiety thereof, and also save and keep harmless the said A. B. his Executors and Administrators of and from the same.

And lastly, it is covenanted and agreed by and between the said Parties to these Presents in Manner aforesaid, that if any Doubt, Question, or Controversy shall arise between the said Parties, for, about or concerning this present Indenture of Copartnership, or any Clause, Proviso, or Agreement herein comprised or contained, or any Defect, or Want of Explanation, or any Matter or thing relating to this Copartnership, then and as often as any such Doubt, Controversy or Difference shall arise or happen, the same shall be referred to the Determination of E. F. and G. H. (if they shall be then living.) And in Case of the Death of either of them, then to two indifferent Persons, to be nominated and chosen from Time to Time by the said Parties to these Presents, within ten Days after such Controversy shall arise or happen, (each of the said Parties to chuse one) or else by an Umpire, to be nominated by the Persons so chosen, in Case the said Persons cannot agree and compose the same; and that each of the said Parties to these Presents, and their respective Executors and Administrators, shall stand to, abide, perform, and keep such Order and Determination therein, as the said

E. F,

E. F. and G. H. or the said two indifferent Persons to be chosen as aforesaid, or the said Umpire so to be chosen as aforesaid, shall make and give up; so as such Order, Judgment and Determination of the said E. F. and G. H. or of two such indifferent Persons, or Umpire as aforesaid, of or concerning the Premises, be from Time to Time made and set down in Writing under the Hands and Seals of the said E. F. and G. H. or of the said two indifferent Persons, or of the said Umpire, within ten Days next after such Doubt, Question or Controversy shall be referred to them or him as aforesaid; which said Determination is hereby agreed to be conclusive to the said Parties to these Presents, and each of them shall be compelled to perform the same by rule of Court pursuant to the Statute in that Case made. In Witness, &c.

A Marriage Settlement, or Jointure of Lands.

THIS Indenture *Tripartite*, made the Day and Year, &c. Between A. B. of the first Part, C. D. E. F. and G. H. of the second Part, and E. D. Daughter of the said C. D. of the third Part, Witnesseth, That the said A. B. for and in Consideration of a Marriage intended (by God's Permission) shortly to be had and solemnized between the said A. B. and the said E. D. and of the sum of two thousand Pounds to be had and received by the said A. B. as a Marriage Portion with the said E. and that a competent Jointure may be had, made and provided for the said E. D. (in Case the said Marriage shall take Effect) and for the settling and assuring of the Messuages, Lands, Tenements and Hereditaments herein after-mentioned, to and upon the several Uses, Intents and Purposes herein after limited and declared, pursuant to the Agreement made upon the Contract of the said intended Marriage; he the said A. B. hath granted, aliened, released and confirmed, and by these Presents doth grant, alien, release and confirm unto the said C. D. E. F. and G. H. (in their actual Possession now being,

being, by Virtue of a Bargain and Sale to them thereof made for one whole Year, &c.) and to their Heirs, All that capital Messuage commonly called, &c. and all those Messuages or Tenements, &c. and all other the Messuages, Lands, Tenements and Hereditaments of the said A. B. situate, lying and being in, &c. in the County of, &c. and all Houses, Buildings, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Ways, Waters, Water-courses, &c. and also the Reversion and Reversions, Remainder and Remainders, &c. and all the Estate, Right, Title, &c. of him the said A. B. of, in and to the same Premises, and of, in and to every Part and Parcel thereof, with the Appurtenances; To have and to hold all and singular the said Messuages, Lands, Tenements and Hereditaments above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. E. F. and G. H. their Heirs and Assigns, to and for the several Uses, Intentions, Trusts, and Purposes herein after mentioned, limited, expressed and declared, (that is to say) To the Use and Behoof of the said A. B. and his Heirs, until the Marriage between him and the said E. D. his intended Wife, shall be had and solemnized; and from and after the Solemnization thereof, to the Use and Behoof of the said A. B. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, by Forfeiture, or otherwise, to the Use and Behoof of the said C. D. E. F. and G. H. and their Heirs, for and during the natural Life of the said A. B. In Trust to preserve and support the contingent Remainders herein after limited from being defeated and destroyed, and for that Purpose to make Entries, and bring Actions, as the Case shall require; yet nevertheless, upon Trust to permit and suffer the said A. B. and his Assigns, to receive and take the Rents, Issues, and Profits thereof to his and their own proper Use and Benefit during his natural Life; and from and after the Decease of the said A. B.

A. B. to the Use and Behoof of the said E. D. (intended Wife to the said A. B.) and her Assigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction and Bar of her Dower or Thirds, which she may claim to have in any Lands, Tenements, or Hereditaments, whereof or wherein he the said A. B. shall at any Time during his Life be seized of any Estate of Inheritance; and from and after the Decease of the Survivor of them the said A. B. and E. his intended Wife, to the Use and Behoof of the Heirs Males of the Body of the said A. B. on the Body of the said E. D. lawfully to be begotten: (or to the Use and Behoof of the first Son of the Body of the said A. B. on the Body of the said E. D. lawfully begotten, and the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the second Son of the Body of the said A. B. on the Body of the said E. D. lawfully begotten, and the Heirs Males of the Body of such second Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the third Son of the Body of the said A. B. on the Body of the said E. D. lawfully begotten, and the Heirs Males of the Body of such third Son lawfully issuing; and for Default of such Issue, then to the Use and Behoof of the fourth Son of the Body of the said A. B. &c. and for want of such issue, then to the Use and Behoof of the fifth, sixth, seventh, eighth, ninth and tenth Son and Sons, and of all and every other Son and Sons of the Body of the said A. B. on the Body of the said E. D. lawfully begotten, severally and successively, and in Remainder, one after another, as they shall be in Seniority of Age, and Priority of Birth, and of the Heirs Male of the Body of all and every such Son and Sons lawfully issuing,) the elder of such Son and Sons, and the Heirs Male of his Body, always to be preferred and take before the Younger, and the Heirs Male of his Body. And for Default of such Issue, to the Use and Behoof of
of

of the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, for and during the Term of Five hundred Years thence next following, and fully to be compleat and ended, upon the Trusts, and to and for the Ends, Intents, and Purposes herein after declared; of and concerning the same Term; and from and after the Expiration, or other sooner Determination of that Term, to the Use and Behoof of the said A. B. his Heirs and Assigns, for ever. Provided always, and it is hereby declared and agreed by and between the said Parties to these Presents, that the said Term of Five hundred Years so limited to them the said C. D. E. F. and G. H. their Executors, Administrators and Assigns, as aforesaid, is upon this Condition, That if the said A. B. shall happen to die without Issue Male by him begotten on the Body of the said E. or shall leave Issue Male, and such Issue Male shall die without Issue Male of his and their Body or Bodies begotten, and that in either of the said Cases there shall happen to be one or more Daughter or Daughters of the said A. B. on the Body of the said E. begotten, that then and in such Case, if the said A. B. his Heirs or Assigns, do and shall well and truly pay, or cause to be paid to such Daughter or Daughters respectively, at her and their respective Ages of Twenty one Years, or Days of Marriage, the several Portions following; (that is to say) if it shall happen there shall be but one such Daughter, then the Sum of Two thousand Pounds for the Portion of such Daughter, to be paid to her at her Age of Twenty-one Years, or Day of Marriage, which shall first happen, with Interest in the mean Time after the Rate of Five Pounds *per Cent. per Annum*; and if it shall happen, that there shall be two or more such Daughters, then the Sum of Three Thousand Pounds for the Portions of such two or more Daughters, to be equally divided among them, Share and Share alike; and to be paid to them respectively at their respective Ages of twenty one Years, or Days of Marriage, which shall

shall first happen, with Interest therefore in the mean Time, &c. And if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then the Portion and Portions of her or them so dying shall go and be paid to the Survivors or Survivor of them, equally to be divided amongst them, Share and Share alike, (to be paid at the same Time as the original Portions shall or ought to become payable, as aforesaid, in Case they had been living,) so as no one such Daughter shall have for her Portion by Survivorship or otherwise, by Virtue of the said Term of Five Hundred Years, above the Sum of two thousand Pounds : And in Case there shall be no such Daughter who shall live to be married, or attain the Age of twenty-one Years, that then and in either of the said Cases so happening, the said Term shall cease, determine and be void ; any Thing herein contained to the contrary notwithstanding. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. E. F. and G. H. their Heirs and Assigns, that the said Messuages, Lands and Premisses above-mentioned, shall and may from henceforth for ever hereafter be, remain and continue to, for and upon the several Uses, Intents, Trusts and Purposes, and under and subject to the several Limitations and Agreements, before-mentioned and expressed concerning the same, according to the true Intent and Meaning of these Presents : And also, that he the said A. B. and his Heirs, and all and every other Person and Persons and his and their Heirs, any thing having or claiming in the said Messuages, Lands and Premisses above-mentioned, or any Part thereof, by, from or under him, them or any of them, shall and will at all Times hereafter, upon the reasonable Request of the said C. D. E. F. and G. H. their Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better

better and more perfect granting and assuring of all and singular the said Messuages, Lands, and Premises above-mentioned, with the Appurtenances, to and for the several Uses, Intents and Purposes above declared, limited and appointed, and according to the true Intent and Meaning of these Presents, as by the said C. D. E. F. and G. H. and their Heirs, or their, or any of their Council learned in the Law, shall be reasonably devised or advised and required. And further it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, that all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, made, levied, &c. of the said Messuages, Lands and Premises above-mentioned, or any Part thereof, either alone or jointly with other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any of them and any other Person or Persons, as for and concerning all and singular the said Messuages, Lands, and Premises above-mentioned, and every Part thereof, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure to and for the several Uses, Intents and Purposes above-mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. In Witness, &c.

Articles of Marriage.

ARTICLES of Agreement of three Parts, intended, made, &c. between A. B. of, &c. of the first Part, E. D. of, &c. Daughter of, &c. of the second

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shall first happen, with Interest therefore in the mean Time, &c. And if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then the Portion and Portions of her or them so dying shall go and be paid to the Survivors or Survivor of them, equally to be divided amongst them, Share and Share alike, (to be paid at the same Time as the original Portions shall or ought to become payable, as aforesaid, in Case they had been living,) so as no one such Daughter shall have for her Portion by Survivorship or otherwise, by Virtue of the said Term of Five Hundred Years, above the Sum of two thousand Pounds: And in Case there shall be no such Daughter who shall live to be married, or attain the Age of twenty-one Years, that then and in either of the said Cases so happening, the said Term shall cease, determine and be void; any Thing herein contained to the contrary notwithstanding. And the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. E. F. and G. H. their Heirs and Assigns, that the said Messuages, Lands and Premises above-mentioned, shall and may from henceforth for ever hereafter be, remain and continue to, for and upon the several Uses, Intents, Trusts and Purposes, and under and subject to the several Limitations and Agreements, before-mentioned and expressed concerning the same, according to the true Intent and Meaning of these Presents: And also, that he the said A. B. and his Heirs, and all and every other Person and Persons and his and their Heirs, any thing having or claiming in the said Messuages, Lands and Premises above-mentioned, or any Part thereof, by, from or under him, them or any of them, shall and will at all Times hereafter, upon the reasonable Request of the said C. D. E. F. and G. H. their Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further,
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better and more perfect granting and assuring of all and singular the said Messuages, Lands, and Premises above-mentioned, with the Appurtenances, to and for the several Uses, Intents and Purposes above declared, limited and appointed, and according to the true Intent and Meaning of these Presents, as by the said C. D. E. F. and G. H. and their Heirs, or their, or any of their Council learned in the Law, shall be reasonably devised or advised and required. And further it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, that all and every Fine and Fines, and also all and every Recovery and Recoveries, Assurance and Assurances, Conveyance and Conveyances in the Law whatsoever already had, made, levied, suffered, executed or acknowledged, or at any Time hereafter to be had, made, levied, &c. of the said Messuages, Lands and Premises above-mentioned, or any Part thereof, either alone or jointly with other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or by or between them or any of them and any other Person or Persons, as for and concerning all and singular the said Messuages, Lands, and Premises above-mentioned, and every Part thereof, with the Appurtenances, shall be and enure, and shall be adjudged, esteemed and taken to be and enure to and for the several Uses, Intents and Purposes above-mentioned, limited, expressed and declared, according to the true Intent and Meaning of these Presents, and to and for none other Use, Intent or Purpose whatsoever. In Witness, &c.

Articles of Marriage.

ARTICLES of Agreement of three Parts, indented, made, &c. between A. B. of, &c. of the first Part, E. D. of, &c. Daughter of, &c. of the
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second Part, and C. D. of, &c. and E. F. of, &c. of the third Part, as followeth.

Whereas the said C. D. is seised to her and her Heirs in Fee-simple, of and in certain Lands, Messuages or Tenements, with their Appurtenances, situate, lying and being, &c. And whereas a Marriage is shortly intended to be had and solemnised between the said A. B. and E. D. with whom the said A. B. is to have and receive 2000*l.* in Money, over and besides the Lands, &c. above-mentioned, as and for her Marriage Portion, it is therefore covenanted and agreed, by and between the said Parties to these Presents, in Manner and Form following, (that is to say)

First, The said A. B. for himself, his Heirs, Executors and Administrators, doth covenant and agree, to and with the said C. D. and E. F. their Heirs and Assigns, that they the said A. B. and E. D. his intended Wife, in Case the said intended Marriage shall be had and solemnised, by Fine and other good and sufficient Conveyances in the Law, shall settle and assure all those Lands, Messuages or Tenements, with the Appurtenances, whereof she the said E. D. is seized as aforesaid, to the Use and Behoof of the said A. B. and his Assigns, during the Term of his natural Life; and from and after the Determination of that Estate, then to the Use and Behoof of the said C. D. and E. F. their Heirs and Assigns, during the natural Life of the said A. B. in Trust, to preserve and support the contingent Remainders herein after limited; and from and after the Decease of the said A. B. then to the Use and Behoof of the said E. D. his said intended Wife, for and during the Term of her natural Life; and from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said E. D. by the said A. B. lawfully to be begotten; and for Default of such Issue, then to the Use and Behoof of the said E. D. her Heirs and Assigns, for ever, and to and for no other Use, Intent or Purpose whatsoever.

And

And whereas the said E. D. is also possessed, or interested in, for the Remainder of a Term of Ninety-Nine Years (if she shall so long live) of all that Messuage or Tenement, with the Appurtenances, situate, &c. by Virtue of a certain Indenture of Lease thereof made to the said E. D. by L. M. of, &c. Now the said A. B. for himself, his Heirs, Executors and Administrators, doth further covenant, grant and agree, to and with the said C. D. and E. F. their Heirs and Assigns, that they the said A. B. and E. D. his said intended Wife (in Case the said Marriage shall take Effect) shall and will, by like good and sufficient Conveyances, or Assurances in the Law, settle and assure the said Messuage or Tenement, with the Appurtenances, in such Manner, as that the same may be held and enjoyed, and the Rents and Profits thereof, may be had, received and taken by the said A. B. and his Assigns, during so many Years of the said Term, as he shall happen to live; and from and after his Decease, then by the said E. D. his said intended Wife, and her Assigns, for and during so many Years of the said Term, as she shall happen to live; and from and after her Decease, then by such Children of the said E. D. by the said A. B. to be begotten, in such Manner as it may not be in the Power of the said A. B. to defeat such their Issue; and for Default of such Issue, then to the Executors, Administrators or Assigns of the said E. D. and upon no other Trust, and to or for no other Use, Intent or Purpose whatsoever.

And forasmuch as the said A. B. is not at present seized or possessed of an Estate sufficient to make a Jointure for the said E. D. his intended Wife, equivalent to her Fortune, the said A. B. doth for himself, his Heirs, Executors and Administrators, covenant, grant and agree to and with the said C. D. and E. F. their Heirs and Assigns, that in Case the said intended Marriage shall take Effect, and he the said A. B. shall happen to die in the Life-time of the said E. D. that then the said E. D. her Heirs, Execu-

tors, Administrators and Assigns, shall from and immediately after the Decease of the said A. B. stand seized and possessed of all such Estate, real and personal, Goods and Chattels whatsoever, whereof the said A. B. shall die seized, possessed of, or intitled unto: To the Intent and Purpose that the said E. D. her Heirs, Executors, Administrators or Assigns, may by Sale or Mortgage of all or any Part thereof, or out of the Rents, Issues and Profits thereof, raise and levy the Sum of 2000*l.* to and for the sole Use of the said E. D. her Executors, Administrators and Assigns, with Interest for the same, at the Rate of 5*l.* by the Hundred, by the Year, 'till paid, unless the said Sum of 2000*l.* shall be otherwise well and sufficiently secured to the said E. D. her Executors, Administrators or Assigns, in the Life-Time of the said A. B. by any Deed or Instrument, or by his last Will and Testament.

A Will with Devise of Lands, Goods and Chattels.

IN the Name of God, Amen. I A. B. of &c. being weak in Body, but of sound Memory, (blessed be God) do this Day, &c. in the Year, &c. make and publish this my last Will and Testament in Manner following; (that is to say) First, I give to my Son C. B. the Sum of five hundred Pounds. Also I give and bequeath to my Daughter M. B. the Sum of four hundred Pounds. Also I give to my dear Wife E. B. the Sum of three hundred Pounds. Also I give to my Brother T. B. and Cousin B. B. each the Sum of one hundred Pounds to be paid within six Months next after my Decease. Also I give all that Messuage or Tenement situate, &c. wherein I now live to my said Son C. B. to hold to him during his Life; and after his Decease I give the same to my Daughter M. B. during the Remainder of my Estate and Interest therein. Also I give all my Lands in the Parish of, &c. to my Wife E. B. to hold to her during her natural Life, she making no Waste or Destruction thereupon; and from and after her Decease

cease I give and devise the same to my said Son C. B. for the Term of his natural Life ; and after his Death I devise the same to my Daughter M. B. during her natural Life ; and after the Determination of that Estate, I give and devise the same to my loving Friends C. D. and E. F. and their Heirs, during the Life of my said Daughter M. to the Intent to preserve and support the contingent Uses and Remainders herein after limited ; but nevertheless, in Trust to permit my Daughter M. to receive the Rents and Profits thereof during her Life : And from and after the Decease of my said Daughter M. then to remain to the first Son of my said Daughter M. and the Heirs of the Body of such first Son lawfully issuing ; and for Default of such Issue, then to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of my said Daughter M. begotten ; the elder of such Son and Sons, and the Heirs of his Body lawfully issuing, to be always preferred, and to take before the Younger of such Sons, and the Heirs of his Body : And for Default of such Issue, then I give the same to, &c. for and during the Term of his natural Life ; and after his Decease, to remain to his Issue in Tail, in such Manner as I have limited the same to my Daughter M. And for Default of such Issue, then to remain to, &c. and the Heirs Males of his Body begotten, &c. And for Default of such Issue to remain to my own right Heirs for ever. All the rest of my Lands and Tenements whatsoever, whereof I shall die seized in Possession, Reversion or Remainder, I give to my said Son C. B. his Heirs and Assigns, for ever. Also I give to, &c. Eight Guineas a-piece to buy them Mourning, &c. Also I give to my Servant-Man, &c. and the two Servant-Maids, that shall be living with me at the Time of my Decease, Ten Pounds a-piece. Also I give to the Poor of the Parish of, &c. fifty Pounds. Also I give to my Wife E. B. during her Life, the Use of all my Plate and House-

hold Stuff: And after her Death the same to remain to, &c. Also all the Rest and Residue of my Goods, Chattels and personal Estate whatsoever, I give to my said Wife E. B. And I make and ordain her my said Wife sole Executrix of this my Will, in Trust for the Intent and Purposes in this my Will contained. And I make my loving Friends, &c. Overseers of this my Will, to take Care and see the same performed according to my true Intent and Meaning; and for their Pains, I give each of them, &c. In Witness whereof, I the said A. B. have to this my last Will and Testament set my Hand and Seal, the Day and Year above-written.

Signed, sealed and published by the said A. B. as and for his last Will and Testament, in the Presence of us, who were present at the Signing and Sealing thereof.

A Will gives and conveys Estates, and alters the Property of Lands and Goods, in like Manner as a Deed executed in a Man's Life-time. It was ordained by *Statute 32 H. viii.* and by *29 Car. 2.* all Devises of Lands, &c. are to be made in Writing and signed by the Devisor in the Presence of three Witnesses.

Wills are to be governed by the Intention; and the Intent in Devises may sometimes make Estates to pass contrary to the Rules of the Law, with Respect to other Deeds. The first Grant and last Will stand in Force, *Co. Lit. 25 Plowd. 162.*

Of Memorials of Deeds, &c.

MEMORIALS are to be wrote on Parchment, directed to the Register of all Deeds, Conveyances and Wills, and entered in his Office in the City of *Dublin*; and must contain the Day and Year when the Deed, &c. to be registered, bears Date and was perfected, and the Names and Additions of all the Parties and Witnesses thereto, and must express the Lands, &c. contained in such Deed, and the Names of all the Counties, Baronies, Cities, Towns-corporate, Parishes, Townships, Hamlets, Villages, Precincts, where any such Lands, &c. are lying and being, that are conveyed, devised, or any Way affected by such Deed, &c. in the same Manner as the same are expressed in such Deed, &c. or to the same Effect; and every such Deed, of which such Memorial is to be entered as aforesaid, must be produced to the Register or his Deputy at the Time of entering of such Memorial, who will endorfe a Certificate thereon, and therein mention the Day and Time on which such Memorial is so entered and registered; expressing also in what Book, Page and Number the same is entered; and shall take for his Fees, Sixpence for the first Hundred, and Three-pence for every other Hundred Words which shall be contained in such Memorial; and Six-pence for every Search, and no more. 6 Ann. c. 2.

In Case of Deeds and Conveyances, Memorials are to be under the Hand and Seal of some or one of the Grantors or Grantees, or their Guardians or Trustees, attested by two Witnesses, one whereof must be one of the Witnesses to the Execution of such Deed, &c. who shall, by Affidavit on Oath, made before the Register or his Deputy, which he shall administer, prove the signing and sealing of such Memorial, and the Execution of the Deed therein mentioned, and the Day and Time of the Delivery
of

of such Memorial to the Register or his Deputy. But if such Deed, &c. be executed in a Place not within sixty Miles of the City of *Dublin*, a Memorial thereof will be entered, if an Affidavit, sworn before any of the Judges at the Assizes, or before the Justices in open Court at the General Quarter Sessions, or before a Master in Chancery, in the Presence of two or more Justices of the Peace for the same County, who are to subscribe their Names as Witnesses to the taking such Affidavit, be brought with the said Memorial, wherein one of the Witnesses to the Execution of such Deed, &c. shall swear he saw the same executed, and the Memorial signed and sealed as aforesaid. *Ibid.* which last Affidavit is generally engrossed at the Foot of the Memorial.

Every Deed, &c. so registered as aforesaid, shall be good and effectual, according to the Priority of Time of Registering the Memorial, against every other Deed or Disposition of the same Lands, &c. or any Part thereof, contained in such Memorial. And every Deed, &c. not registered, shall be deemed fraudulent and void; not only against a registered Deed of the same Lands, &c. but likewise against every Creditor by Judgment, Recognizance, Statute-Merchant or of the Staple, from and after the 25th of *March*, 1708, as for and concerning all or any the Lands, &c. contained in such Memorial registered as aforesaid. *Ibid.*

Yet where there is a Lease for a Term not exceeding twenty-one Years, and the actual Possession goeth with the same, such Lease need not be registered. *Ibid.*

The following are such Memorials as generally occur in common Practice.

A Me-

A Memorial of a Lease.

To the Register appointed for the Public Registering
of all Deeds, Conveyances, &c.

A Memorial of an Indenture of Lease, bearing
Date the first Day of *March*, one Thousand
seven Hundred and forty-four, and made between
A. B. of, &c. Gent. of the one Part, and C. D. of,
&c. Merchant, of the other Part; Whereby the said
A. B. for the Consideration in said Lease mentioned,
did demise, grant, set and to Farm let, unto the said
C. D. All that, &c. (*as in the Lease*) situate, &c.
To hold unto the said C. D. his Executors, Admini-
strators and Assigns, for and during the Term of
thirty-one Years, from, &c. at and under the yearly
Rent of five Pounds ten Shillings, Sterl. with Clauses
of Distress and Re-entry, and other Clauses common
and usual between Landlord and Tenant: Which
said Indenture of Lease is witnessed by E. F. and
G. H. both of, &c. Gentlemen, and this Memorial
is witnessed by the said E. F. and I. K. of, &c.
Merchant.

A. B. ☉

Signed and sealed by the above
named A. B. in Presence of
E. F.
J. K.

The above-named E. F. maketh Oath, That
he saw the above-named A. B. duly execute
the Indenture of Lease, whereof the above
Writing is a Memorial, and also saw the said
A. B. sign and seal this Memorial, and that
he this Deponent is a subscribing Witness to
said Lease and Memorial, and that the Name
E. F. subscribed as a Witness to said Lease
and Memorial, is this Deponent's Name, and
is his own proper Hand Writing.

Sworn

Sworn before me at *Belfast* in the County of *Antrim*, this 20th Day of *January*, 1754, by Virtue of a Commission to me directed, and I know the Deponent.

Justices Present
E. F. W. J.
C. M.

R. B.

Memorial of Deeds of Lease and Release.

To the Register, &c.

A Memorial of Deeds of Lease and Release bearing Date respectively the twenty-fifth and twenty-sixth Days of, &c. made between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part; reciting as therein is recited: The said Release witnessed, that the said A. B. in Consideration of the Sum of, &c. did grant, sell, release and confirm unto the said C. D. All that, &c. (*as in the Release*) situate, &c. and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in, to or out of the said Premises: To have and to hold all and singular the said, &c. unto the said C. D. his Heirs, Executors, Administrators and Assigns, for and during the natural Lives of, &c. Which said Indentures of Lease and Release, and also this Memorial, are witnessed by, &c.

A Memorial of an Assignment of a Lease.

To the Register, &c.

A Memorial of an Indenture of Assignment, bearing Date, &c. made between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: Whereby the said A. B. in Consideration of, &c. did sell and assign over unto the said C. D. all his the
said

said A. B.'s Right, Property, Claim and Demand whatsoever, of, in and to, &c. (*as the Words are in the Deed*) situate, &c. To have and to hold the said assigned Premisses, with the Appurtenances, to the said C. D. his Executors, Administrators and Assigns, for all the Residue of the Term of 61 Years, which commenced from, &c. at and under the yearly Rent of, &c. * which said Assignment and this Memorial are witnessed by, &c.

N. B. The above may answer for the Memorial of a Mortgage, by adding the following Words after *, viz. subject to Redemption on Payment of the said Sum of, &c. with Interest on, &c.

Certificate to be entered in the Register's Office, to confess Satisfaction of a Mortgage.

WHEREAS A. B. of, &c. by his Deed of Mortgage bearing Date &c. did in Consideration of the Sum of, &c. to him in Hand paid by C. D. of, &c. mortgage unto the said C. D. All that, &c. with the Appurtenances; subject to be void on Payment of the said Sum of, &c. and Interest on, &c. Which Mortgage was registered, in the Register's Office on, &c. in Book, &c. as by the said Deed and Certificate from the Register's Office may appear.

Now I the said A. B. do hereby certify that I am paid off the said recited Mortgage, and do desire these Presents to be recorded in the Register's Office. Witness my Hand and Seal, &c.

E. F. maketh Oath, That he saw the above-named A. B. pay and satisfy unto the above-named C. D. the above-mentioned Sum of, &c. and Interest, in full Discharge of the above-mentioned Mortgage, and saw the said C. D. sign and seal the above Certificate, and that he this Deponent is a subscribing Witness to the same.

Memorial

Memorial of an Assignment of a Judgment, to be entered in the Court where the Judgment is recorded.

To the Prothonotary of his Majesty's Court of
Exchequer.

A Memorial of a Deed Poll, bearing Date, &c. reciting, That whereas there is a Judgment for, &c. Debt, and, &c. Cost on Record in the Court of Exchequer at *Dublin*, against C. D. of, &c. at the Suit of J. D. by the Name of, &c. entered or obtained in Hillary Term, 1753; as by the Records of the said Court may appear; by which said Deed he the said J. D. in consideration of, &c. to him paid by E. F. &c. did grant, assign and set over unto the said E. F. his Executors, Administrators and Assigns, as well the said Judgment for, &c. Debt, and, &c. Cost aforesaid, as also all Benefit, Profit, Sum and Sums of Money and Advantage whatsoever, that then was or thereafter should or might be obtained by Reason or Means of the same, or of any Execution or Extent thereupon to be sued, executed or obtained; and all the Estate, Right, Title, Interest and Demand whatsoever which the said J. D. had or ought to have or claim of, in, or to the said Judgment, or any Sum of Money, Lands or Tenements which by Virtue thereof, or of any Process or Execution thereupon to be sued, should be recovered and gotten: With full Power and Authority to sue for, recover, receive and discharge the same. Which said Deed Poll is witnessed by, &c.

Memorial of a Rent Charge.

A Memorial of a Deed of Rent-Charge, bearing Date and perfected the, &c. made between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Reciting, That the said C. D. by
Deeds

Deeds of Lease and Release, in Consideration of, &c. in Hand paid, and of the Sum of, &c. a Year to be paid by the said A. B. to the said C. D. during his natural Life; did absolutely sell and alien to the said A. B. for ever, all his Right and Title to, &c. with the Appurtenances; with all Deeds touching or concerning the same; Which said Deed of Rent Charge Witnessed, that the said A. B. for the Security of the Payment of the said, &c. a Year to the said C. D. and his Assigns, during his natural Life, did covenant for himself, his Executors, Administrators and Assigns, with the said C. D. and his Assigns, That it should be lawful for the said C. D. and his Assigns, to take out of the Lands of, &c. and out of the Rents, Issues and Profits that shall yearly grow due out of the same, the Annuity or Rent-Charge of, &c. during the natural Life of him the said C. D. Provided the Interest of the said A. B. in said Premises shall so long continue; Which said Annuity the said A. B. did empower said C. D. and his Assigns, to receive from the Tenants in Possession of said Lands, of, &c. and that Half-yearly, on every first Day of *May* and first Day of *November*, during his natural Life: with Liberty to distrain for the same. Which said Deed is witnessed by, &c.

N. B. Figures are not to be used in the Body of any Deed, Memorial, &c. but all Sums, Term of Years, &c. must be expressed in Writing.

The foregoing Memorials may suffice to give the Young Clerk a Notion of such Precedents, and with some little Variation, may serve in most Cases.

Of Fines and Recoveries.

A FINE is a Conveyance upon Record, for assuring of Lands, &c. Fines are distinguished into four Sorts. 1. A Fine *Sur Cognizance de droit come ceo*, &c. (that is to say) *An Acknowledgment*

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of

of the Right as it is, &c. which is esteemed the principal and surest Kind of Fine, and gives present Possession to the Cognizee (*the Person to whom it is acknowledged*) so that the Estate thereby becomes immediately vested in the Cognizee to such Uses as are declared. 2. A Fine *Sur Done, Grant & Render* (that is to say) *on Gift, Grant and Render*, usually called a double Fine, whereby the Cognizee grants or renders the Lands, &c. back again. 3. A Fine *Sur Concessit* (that is to say) *on Grant*, which is where the Cognizor, the *Person that acknowledges the Fine* has no Freehold therein, but what passes by the Fine: wherefore this being a Fine to be executed, there must be an Entry on the Lands, &c. or a Writ of Possession, in Law termed *Habere facias Seisinam*. 4. A Fine *Sur Cognizance de Droit tantum* (that is to say) *an Acknowledgment of the Right only*, which is much of the same Nature with that of a Fine *Concessit*, but commonly used to pass a Reversion.

When a Feme Covert (*a married Woman*) levies a Fine with her Husband, she must be examined apart from him, without which the Fine cannot pass.

The Heirs of Cognizors claiming under their Ancestors Title, may be presently barred by a Fine; but it is not so in respect to Strangers and such as are not Privies in Blood, who have five Years allowed them to make Entry and Claim; Infants after they come of Age, Feme Coverts after the Decease of their Husbands, Prisoners after Enlargement, Strangers out of the Kingdom, after their Return, and Madmen, after being cured, &c. *Co. Lit. 319.* And no further Interest can by a Fine be barred, until five Years after its coming in Being. *Raym. 151.*

A Fine will bar the Heirs in Tail, but not those in Remainder or Reversion, whilst a common Recovery bars them all. This Common Recovery is defined to be a formal Act by Consent, used for the better settling and assuring of Lands, &c. upon any Man, wherein the Recovery in Value of supposed Re-
compence,

compence, for him who loseth his Land, is but a Fiction in Law.

In the suffering or prosecuting of a common Recovery, there is a Demandant called the Recoveror, *the Person that recovers*, and a Tenant called the Recoveree, *the Person from whom it is recovered*; and one that is called to warrant on a supposed Warranty, who is called the Common Voucher, or the Person that warrants: The Demandant is supposed to come into Court, and the Common Vouchee to make Default, and withdraw in Contempt of the Court, whereupon Judgment is entered that the Demandant shall recover against the Defendant or Tenant in Tail, and he to recover in Value against the Common Vouchee. These Recoveries are either with single, double or treble Vouchers. The Intent of one with a single Voucher is to bar the Tenant and his Heirs of such Estate Tail, which is then in him, and to destroy the Estate which others have in Reversion or Remainder, dependant upon the same, and of all Leases and Incumbrances derived out of such Reversions, &c. *Noy. 81.* A Recovery with double Voucher is to bar the first Vouchee and his Heirs of every such Estate, as at any Time was in him or any of his Ancestors, whose Heir he is of such Estate, and all others of such Right to a Remainder or Reversion, as was thereupon dependant, and of all Leases and Incumbrances derived out of such Reversion or Remainder; and that will be also a perpetual bar of such Estate. *Noy. 28, 82.*

A Recovery with treble Voucher is to make a perpetual Bar of the Estates of the Tenant, and of every such Estate of Inheritance as at any Time had been in the first or second Vouchee, or any of them, whose Heirs he or they are of such Estate; and as well of the Reversion or Remainders thereupon depending, as also of all Leases, Estates, Charges and Incumbrances, derived out of any such present Estate, Reversion or Remainder. *Noy. 82.*

As Fines and Recoveries are a Bar to and dock the respective Estates already mentioned, so by Indentures to lead the Uses thereof, new Estates and Entails are limited and created, subject to further Fines and Recoveries.

A Deed to lead the Uses of a Fine.

THIS Indenture made, &c. between A. B. of &c. and M. his Wife, of the one Part, and C. D. of, &c. of the other Part, witnesseth that for and in Consideration of the Sum of, &c. to the said A. B. and M. his Wife, or the one of them, in Hand well and truly paid by the said C. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said A. B. doth hereby acknowledge, and thereof and therefrom, doth acquit, release, exonerate, and for ever discharge the said C. D. his Heirs, Executors, Administrators and Assigns, and every of them by these Presents, he the said A. B. hath covenanted, granted, promised and agreed, and by these Presents, for himself and for the said M. his Wife, his, their and either of their Heirs, Executors and Administrators, and every of them, doth covenant, grant, promise and agree to and with the said C. D. his Heirs and Assigns, that he the said A. B. and M. his Wife, shall and will before the End of ——— Term next ensuing the Date of these Presents, in due Form of Law, acknowledge and levy before his Majesty's Justices of his Majesty's Court of Common Pleas in *Ireland*, unto the said C. D. his Heirs and Assigns, one or more Fine or Fines, *Sur Cognizance de droit come ceo*, and so forth, with Proclamations to be thereupon had, according to the Form of the Statute in that Case made and provided, of All that Messuage, &c. [*Here describe the Premises,*] And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, by such
Name

Name and Names, Quantity and Number of Messuages, Acres and Things, and in such Manner and Form as by the said C. D. his Heirs or Assigns, or by his or their Counsel learned in the Law, shall be reasonably advised, devised and required. And it is hereby declared and agreed by and between all and every the said Parties to these Presents, that the said Fine or Fines so to be had and levied in Manner as aforesaid, and all and every other Fine and Fines already had, or hereafter to be had, levied, sued or prosecuted, of or concerning the said Premises, above-mentioned, or any Part or Parcel thereof, either alone, or jointly with any other Lands, Tenements or Hereditaments, by or between the said Parties to these Presents, or any or either of them, or of any other Person or Persons who shall be Parties or Privies thereto, shall be and enure, and shall be adjudged, deemed and taken to be and enure, and are hereby declared by and between all the Parties to these Presents to be and enure, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns, for ever, and to and for no other Use, Intent or purpose whatsoever. In Witness, &c.

A Deed to lead the Uses of a Recovery.

THIS Indenture of three Parts, made, &c. between A. B. of, &c. of the first Part, C. D. and E. F. of the second Part, and G. H. and J. K. of the third Part, witnesseth that the said A. B. for the docking, barring and cutting off all Estates Tail, and Remainders in Tail, of and in the Messuage, &c. herein after particularly mentioned, and for the settling and assuring of the same, to and for the Uses, Intents and Purposes herein after limited, expressed and declared; and also in Consideration of the Sum of ten Shillings to him the said A. B. in Hand paid by the said C. D. and E. F. or the one of them, at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; hath granted,

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granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, &c. unto the said C. D. and E. F. (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made, for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute made for the transferring of Uses into Possession) and to their Heirs and Assigns, All that Messuage, &c. [*Here describe the Premisses*] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premisses, with the Appurtenances: To have and to hold the said Messuage, &c. the Premisses above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. and E. F. To the Intent and Purpose that the said C. D. and E. F. shall and may become perfect Tenants of the Freehold of the said Messuage, &c. and Premisses, with the Appurtenances, and shall and may stand and be seized thereof until a good and perfect Recovery, with double Vouchers over may be duly had, suffered and executed, of the said Messuage, &c. according to the Course of Common Recoveries, for the Assurance of Lands and Tenements in such Cases used and accustomed; and thereupon it is covenanted, granted, concluded and agreed upon, by and between all the said Parties to these Presents, for themselves, their and every of their Heirs, by these Presents, in Manner following, (that is to say) that the said C. D. and E. F. shall and will, before the End of *Michaelmas* Term next coming, permit and suffer the said G. H. and J. K. to sue forth and prosecute against the said C. D. and E. F. one Writ of Entry, *Sar Disseisin en le Post*, returnable before his Majesty's Justices of the Court of Common Pleas at *Dublin*, thereby demanding against the said C. D. and E. F. the said Messuage, &c. Hereditaments and Premisses, with the Appurtenances above, in and by these Presents granted, bargained, sold, released and confirmed, as
aforesaid,

aforesaid, by such Name or Names, Number of Acres, Quantities, Qualities, Terms and Descriptions in the said Writ to be contained, and in such Manner and Form as by Council learned in the Law shall be advised; unto, and upon which said Writ of Entry, so to be prosecuted and sued forth, the said C. D. and E. F. shall appear *gratis*, and vouch to Warranty the said A. B. which said A. B. shall appear either in Person or by Attorney lawfully authorized, and enter into Warranty; and after his Entry into Warranty shall vouch over the common Vouchee, who shall likewise appear and imparle, and afterwards make Default and depart in Contempt of the Court, so that Judgment may be thereupon given for the said G. H. and J. K. to recover the said Messuage, &c. Hereditaments and Premisses, against the said C. D. and E. F. to recover in Value against the said A. B. and for the said A. B. to recover in Value against the Common Vouchee; To the End, that one good and perfect Common Recovery, with Double Voucher, may be thereupon had and suffered, and all and every other Thing be done and perfected, needful, necessary and convenient for the having and suffering the same Recovery, according to the usual Course of common Recoveries, for the Assurance of Lands or Tenements in such Cases used: And it is hereby further covenanted, granted, concluded and agreed upon, by and between all the said Parties to these Presents, for themselves and every of them, their and every of their Heirs, that the said recovery so as aforesaid, or in any other Manner to be had or suffered of the said Messuage, &c. Hereditaments and Premisses, with the Appurtenances, shall be and enure, and shall be adjudged, deemed and taken, to be and enure, and it is hereby meant, declared and intended to be and enure, to the only proper Use and Behoof of the said G. H. and J. K. their Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever. [*But if for particular Uses they must be expressed,*] as to wit, To and for the Uses declared, mentioned and expressed, in

in and by certain Deeds of Lease and Release, bearing Date, &c. made between, &c. and to and for no other Use, Trust, Intent or Purpose whatsoever. In Witness, &c.

The Form of PRÆCIPES, and Concords of FINES, &c.

A Fine of the Husband's Lands.

County of *Cork*, **C**OMMAND A. B. Esquire, and (to wit.) C. his Wife, that they justly, and without Delay, perform to E. D. Gentleman, the Covenant made between them of one Messuage, &c. with the Appurtenances in, &c. and unless, &c.

And the Agreement is such (that is to say) that the said A. and C. have acknowledged the said Tenements, with the Appurtenances, to be the Right of the said E. as those which the said E. hath of the Gift of the said A. and C. and those they have remised and quit-claimed from them the said A. and C. and the Heirs of the said A. to the said E. and his Heirs for ever. And moreover the said A. and C. have granted for themselves, and the Heirs of the said A. that they will warrant to the said E. and his Heirs the said Tenements, with the Appurtenances, against them the said A. and C. and the Heirs of the said A. for ever. And for this, &c. Acknowledgment, Release, Quit-Claim, Warranty, Fine and Concord the said E. D. hath given the said A. B. and C. his Wife one Sparrow-Hawk and so forth. [*If for Consideration of Money mention the Sum.*]

Taken and acknowledged before me H. S. Esquire, Chief Justice of Lord George the Second, now King of *Great Britain* and so forth, of his Common Bench of his Kingdom of *Ireland*, the — Day of — in the 27th Year of his Reign, the said C. being therein first sole and apart examined.

(If

(If before Commissioners) thus. Taken and acknowledged before us the—Day of—in the 27th Year of the Reign of Lord George the Second, now King of Great Britain, and so forth, the said C. being, &c. as before.

A Fine of Wife's Lands.

County of Dublin, **C**OMMAND J. B. Knight, (to wit.) and M. his Wife, that they justly, and without Delay, perform to C. R. Gentleman, the Covenant made between them, of the Manor of, &c. with the Appurtenances, and of twenty Messuages, ten Cottages, two Tofts, twenty Gardens, thirty Orchards, three hundred acres of Land, fifty Acres of Meadow, two hundred Acres of Pasture, forty Acres of Wood-Land, thirty Acres of Furze and Heath, and Common of Pasture for all Manner of Cattle in, &c. And unless, &c.

And the Agreement is such (that is to say) that the said J. and M. have acknowledged the said Manor, and Tenements, with the Appurtenances, to be the Right of the said C. as those which the said C. hath of the Gift of the said J. and M. and those they have remised and quit-claimed from them the said J. and M. and the Heirs of the said M. to the said C. and his Heirs for ever. And moreover the said J. and M. have granted for themselves, and the Heirs of the said M. that they will warrant to the said C. and his Heirs, the said Manor and Tenements, with the Appurtenances, against them the said J. and M. and the Heirs of the said M. for ever. And for this, &c. as before

Taken [*as before.*]

A Fine of two Messuages for a Term of Years.

Waterford, **C**OMMAND W. H. Yeoman, that he (to wit) justly and without Delay, perform to J. B. Gentleman, the Covenant made between them

them of two Messuages and two Cottages, with the Appurtenances in, &c. and unless, &c.

And the Agreement is such (that is to say) that the said W. hath granted to the said J. the said Tenements, with the Appurtenances, To have and to hold to the said J. from the Feast of, &c. last past, until the End of the Term of ——— Years, from thence next ensuing and fully to be compleat and ended: Yielding therefore yearly a Pepper-Corn, at the Feast of, &c. if demanded. And the said W. warrants to the said J. the said two Tenements, with the Appurtenances, as aforesaid, against the said W. and his Heirs, during the whole Term aforesaid. And for this Grant and Warrant the said J. B. hath given the said W. H. one Sparrow-Hawk, and so forth.

A Fine for Term of Life.

County of Down, **C**OMMAND J. B. Gentleman,
(to wit.) and D. his Wife, that [*here go on with the Præcipe as before.*]

And the Agreement is such (that is to say) that the said J. and D. hath granted unto the said W. the Tenements aforesaid, with the Appurtenances, and all and whatsoever they the said J. and D. have in the same, for the Term of the Life of the said D. To have and to hold to the said W. during the whole Life of her the said D. And the said J. and D. warrant to the said W. the Tenements aforesaid, with the Appurtenances, as aforesaid, against them the said J. and D. during the Life of the said D. And for this Grant and Warrant, &c.

A Fine on Gift, Grant and Render.

County of Lowth, **C**OMMAND A. B. Esquire,
(to wit.) and M. his Wife, that, &c.
[*Go on as before with the Præcipe.*]

And

And the Agreement is such, That the said A. hath acknowledged the said Tenement, with the Appurtenances, to be the Right of him the said C. as that which the said C. hath of the Gift of the said A. and that he hath remised and quit-claimed from him the said A. and his Heirs, to the said C. and his Heirs for ever. And moreover the said A. hath granted for himself and his Heirs, that they will warrant to the said C. and his Heirs, the Tenement aforesaid, with the Appurtenances, against him the said A. and his Heirs for ever. And for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the said C. hath granted to the said A. the Tenement aforesaid, with the Appurtenances; and that he hath rendered to him, &c. To have and to hold to the said A. and the Heirs which he the said A. shall beget on the Body of the said M. his Wife, to be held of the chief Lord of the Fee thereof, by Services to the said Tenement belonging. And if it shall happen that the said A. shall die without Heirs by him begotten on the Body of the said M. then after the Death or Decease of the said A. the said Tenement, with the Appurtenances, shall wholly remain to the said M. and after the Decease of her the said M. the said Tenement, with the Appurtenances, shall remain to the right Heirs of the said C. for ever. *And for this. &c.*

Note, When the Parties are Assembled to acknowledge a Fine in the Country, the Commissioners read to them the Præcipe and Concord of the Fine, and ask them if they acknowledge it; to which answering *Yes*, they set their Hands at the bottom of the Concord: And the Parties having thus made Acknowledgment, the Commissioners, with the Caption, (*a Note of Acknowledgment on the left Hand Side of the Concord,*) sign thus, viz.

Taken and acknowledged (*as before-mentioned.*)

G. G.

J. A.

The

The Commissioners must put their Seals to the Caption.

Then the Commissioners endorse the Execution of the Commission on the Back thereof, thus,

The Execution of this Writ appears in a certain Schedule (*meaning the Fine acknowledged*) to the said Writ annex'd.

G. G.

J. A.

The Form of a Præcipe for the Recovery.

The Tenant in his proper Person calls to warranty E. F. who in his proper Person vouches the common vouchee. C. of Kildare, **C**ommand (to wit.) A. B.— that he justly and without delay, render unto C. D. — one hundred Messuages, &c. with the Appurtenances in the Towns and Lands of — in the County of Kildare aforesaid, which he claims, and so forth.

The Præcipe thus prepared is to be put upon the Remembrance Roll by the Prothonotary or one of his Clerks, and then the Recovery must be drawn at Bar, where the Tenant and Vouchee are to appear in Person or by Attorney. But before the Recovery is drawn at Bar, the Writ of Entry is to be Sealed. — And when the Recovery is drawn at Bar, it must be enrolled and exemplified, and the Exemplification is to be sealed by the Chief Justice.

The Form of a Warrant of Attorney for the Tenant.

County of Kildare, } (The Præcipe as before.)
 (to wit.)

Then as follows.

County of Kildare, **A.** B. puts in his Place R. N.
 to wit, **A.** and R. R. his Attornies,
 jointly and severally against C. D. of a Plea of Land,
 to gain or to lose, and so forth,

When for the Vouchee, then thus.

C. of K. to wit, **L.** N. whom R. M. calls to war-
 ranty puts in his Plea, (*here*
name the Attornies) his Attornies jointly and seve-
 rally against D. D. of a Plea of Land, to gain or to
 lose, and so forth.

The Warrant may be taken before Commis-
 sioners, or before the Chief Justice, and
 the Form of the Caption is as before,
 with Respect to a Fine.

If the Acknowledgment of the Warrant be before
 the Chief Justice, the Recovery may be drawn at Bar
 in the same Term in which the Writ of Entry is re-
 turnable; but if by Commission, it takes a consider-
 able Time, sometimes two or three Terms, accord-
 ing to the vouching whether single or double or
 more.

The Fees and Expences of every Fine and every
 Recovery are always the same, except where the
 length or King's Silver makes a Difference, and the
 King's Silver of a Fine and Recovery is five Shillings
 at least, and where it exceeds 500 Acres, then one
 Shilling for every hundred Acres, and two Shillings
 for a Messuage or Tenement in a Town or City, where

no Lands are mentioned, and two Shillings in the Pound for a Rent Charge, and it is to be observed that a Post-Fine with Respect to the Fine, but not as the Recovery goes in Estreats to be levied off the Lands by the Sheriff of the proper County, and this Post-Fine is one and a half of the Fine paid in passing the Writ of Covenant.

It is not improper to recommend it to Practitioners to take care that the Tenant to the Præcipe, in the Recovery has the legal Estate in him. And that a Deed to lead the Use of the Fine or Recovery be executed, which Deed must be executed before the Return of the Writ of Entry, and ought to be registered in the Public Office appointed by Act of Parliament for registering Deeds, and this Deed ought to be enrolled at the Prothonotary's Office of the Common Pleas, the Execution thereof being first to be acknowledged before the Chief Justice of that Court, who will give a Warrant for the Enrollment in this Manner, on the Back of the Deed, *viz.*

The within-named A. B. C. D. and E. F. on the ——— Day of ——— in the Year of our Lord God 1752, came before H. S. Esq; Chief Justice of his Majesty's Court of Common Pleas in *Ireland*, and acknowledged the within Indenture to be their and every of their Deed, wherefore let it be enrolled and so forth.

Thus much, with what has been before observed on that Subject, may serve to give our young Clerks a proper Light into the Nature and Forms of Fines and Recoveries: and therefore we think it needless, as is too frequently done in Performances of this Kind, to swell this Volume with what is not pertinent to the Business of a young Clerk at his first setting out, but rather the Province of one ripe in Business, (we mean the practical Part, or different Steps taken in passing Fines and Recoveries) besides there are already published Volumes by eminent Authors, upon no other Subject than that of Fines and Recoveries, to which
we

we refer those who would be fully instructed in the Knowledge of that Branch of the Law.

Forms of Writs, Declarations, and other Law Proceedings in English.

BY the late Statute 12 Geo. I. cap. 29 it is ordained, That if a Debt be under ten Pounds on Writs out of a superior Court, or under forty Shillings in an inferior Court, the Defendant shall not be arrested, but be personally served with a Copy of the Process, and not appearing at the Return, or within four Days after, the Plaintiff may enter an Appearance for him, and proceed, &c. No Person shall be held to special Bail on such Writs; and Affidavit is to be made of the Cause of Action, when it is ten Pounds, &c. or upwards, and the Sum indorsed upon the Writ, for which only Bail shall be taken, where a Man is arrested on any Writ.

A Capias out of the King's Bench.

GEORGE the Second by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, and so forth, to the Sheriff of the County of ——— Greeting. We command you that you take C. D. if he be found in your Bailiwick, and him safely keep, so that you have his Body before us at the King's Court, on the [*Here mention the Return*] next coming, to answer B. D. of a Plea of Trespass; and have you then there this Writ. Witness ——— Esq; at the King's Courts the ——— Day of ——— in the ——— Year of our Reign.

A Capias out of the Common Pleas.

GEORGE the Second, &c. We command you that you take C. D. late of, &c. in your County, Yeoman, if he is to be found in your Bailiwick,

wick, and him safely keep, so that you have his Body before our Justices at the King's Courts, on ——— [Here mention the Return] to answer A. B. Gentleman, of a Plea of Trespafs on the Case, and so forth, and have you there this Writ. Witness, H. S. Esq; Dublin, the ——— Day of ——— in the ——— Year of our Reign.

A Capias out of the Court of Exchequer.

GEORGE the Second, by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, and so forth, to the Sheriffs of the County of D. Greeting. We command you that you take J. D. if he shall be found in your Bailiwick, and safely keep him so that you have his Body before the Barons of our Exchequer at the King's Courts Dublin——next coming to answer A. D. our Debtor in a certain Plea of Debt, whereby the said A. D. is less able to satisfy us at our said Exchequer of the Debts which he owes us, to the great Damage of him the said A. D. as it is said he can reasonably shew that he ought thereof to be answered, and then have you there this Writ. Witness John Bowes, Esq; Chief Baron of our said Exchequer, at the King's Courts aforesaid the ——— Day of ——— in the ——— Year of our Reign.

Nixon.

A Declaration in Assumpsit, for Goods sold and Delivered.

County of Carlow, **A**. B. late of ——— in the (to wit.) County aforesaid, Yeoman, was attached to answer C. D. Widow, of a Plea of Trespafs upon the Case, and so forth; wherefore the same C. by Robert Reynell, her Attorney, complains, that whereas the aforesaid A. the first Day of January, in the Year of our LORD One thousand seven hundred and fifty-three, at Carlow in the County aforesaid,

said, was indebted to the same C. in Nine Pounds of lawful Money of *Great Britain*, for divers Goods, Wares and Merchandize by the aforesaid A. of the same C. bought, had and received, and being so indebted, the aforesaid A. to wit, the same Day and Year abovesaid, at *Carlow*, aforesaid, in the County of *Carlow*, aforesaid, in Consideration thereof assumed upon himself, and then and there faithfully promised the same C. that he the said A. the aforesaid Sum of Nine Pounds, for the Goods, Wares, and Merchandize aforesaid, when thereto afterwards he should be requested, would well and truly pay and content. And whereas also the aforesaid A. the Second Day of *January*, in the Year abovesaid, at *Carlow*, aforesaid, was indebted to the same C. in other Nine Pounds of lawful Money of *Great Britain*, for divers other Goods, Wares and Merchandize by the same C. to the aforesaid A. before that Time sold and delivered, and being so indebted, the aforesaid A. the same Day and Year last abovesaid, at *Carlow* aforesaid, in Consideration thereof assumed upon himself, and then and there faithfully promised that he the said A. so much Money as the same Goods, Wares, and Merchandizes should be reasonably worth to the same C. when thereto requested, would well and truly pay and content. And the same C. in Fact saith, that the aforesaid Goods, Wares and Merchandize, at the Time of the Selling and Delivery thereof to the said A. were reasonably worth other Nine Pounds; nevertheless the aforesaid A. not at all regarding his several Promises and Assumptions aforesaid, but contriving, and fraudulently intending the same C. in this Behalf, craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Part thereof, to the same C. hath not paid, or any wise for the same contented, (although the aforesaid A. afterwards, to wit, the Third Day of *January*, in the Year aforesaid, at *Carlow* aforesaid, was requested so to do) but hath hitherto altogether refused, and still doth refuse to pay, or any ways content her for

the same, whereupon the same C. saith that she is worse, and hath Damage to the Value of 20l. and therefore she brings this Suit, and so forth.

A Declaration in Assumpsit, for Work done.

County of *Wexford*, **C** D. late of the Town of
(to wit.) *Wexford*, in the said County, Apothecary, was attached to answer E. F. of a Plea of Trespass upon the Case, &c. And whereupon the said E. by ——— his Attorney, complains, that whereas the said C. on the Fifth Day of *November*, in the Year of our LORD, One thousand seven hundred and fifty-three, at ———, in the said County, was indebted to the said E. in one hundred Shillings of lawful Money of *Great Britain*, for divers Goods, Wares and Merchandizes of him the said E. by the said E. to the said C. at his special Instance and Request, before that Time there sold and delivered, and being so indebted, the said C. in Consideration thereof afterwards, to wit, the Day and Year above-mentioned, at *Wexford* in the County of *Wexford*, aforesaid, undertook, and then and there faithfully promised to pay to the said E. the Sum of one hundred shillings, when afterwards he the said C. should be required thereto. And whereas the said C. afterwards (that is to say) the same Day and Year at *Wexford*, aforesaid, in the County of *Wexford* aforesaid, in Consideration that the said E. at the like special Instance and Request of him the said C. had before that Time sold and delivered to him the said C. divers other Goods, Wares and Merchandizes of him the said E. he the said C. undertook, and to the said E. then and there faithfully promised that he the said C. would well and truly pay the said E. so much Money as the Goods, Wares and Merchandizes last mentioned, at the Time of the Sale and Delivery thereof, were reasonably worth, when afterwards he the said C. should be thereto required. And the said E. avers that the said Goods,
Wares

Wares and Merchandizes last mentioned, at the Time of the Sale and Delivery thereof, by him the said E. to the said C. as aforesaid, were reasonably worth other one hundred Shillings of like lawful Money, of which the said C. afterwards, to wit, the same Day and Year, at *Wexford* aforesaid in the County of *Wexford* aforesaid, had Notice. And whereas the said C. afterwards, to wit, the same Day and Year, was indebted to the said E. in another one 100s. of like lawful Money, for the Work and Labour of him the said E. by him the said E. with his Servants and with his Horses, Mares and Geldings, and with Cars and Carriages in, &c. about the Business of him the said C. at the special Instance and Request of him the said C. before that Time done and performed; and being so thereupon indebted, the said C. in Consideration thereof afterwards, to wit, the same Day and Year abovesaid, at *Wexford* aforesaid, in the County of *Wexford* aforesaid, undertook, and to the said E. then and there faithfully promised, that he the said C. the said 100 Shillings last mentioned to the said E. when afterwards he should be thereto required, would well and faithfully pay and content. And whereas the said C. afterwards, to wit, the Day and Year last abovesaid, at *Wexford* aforesaid, in the County of *Wexford* aforesaid, came to an Account and Reckoning with the said E. of and concerning divers Sums of Money from the said C. to the said E. before that Time due and unpaid; on the Balance whereof the said C. was then and there found to be in Arrear, and indebted to the said E. in other one hundred Shillings, of like lawful Money; and being so found in Arrear, the said C. in Consideration thereof afterwards, to wit, the same Day and Year at *Wexford* aforesaid, in the County of *Wexford* aforesaid, undertook, and then and there faithfully promised the said E. to pay to him the said one hundred Shillings last mentioned, when afterwards he the said E. should request it of him. Nevertheless the said C. regardless of these his several Promises and
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Undertakings made in Form aforesaid, but contriving and fraudulently intending the said E. in this Behalf, craftily and subtilly to deceive and cheat, the said several Sums, or any Part of them, to the said E. hath not yet paid (although the said E. afterwards, to wit, the Sixth Day of *November*, in the Year of our LORD One thousand seven hundred and fifty-three aforesaid, and oftentimes, as well before as since, at *Wexford* aforesaid, in the County of *Wexford* aforesaid, has requested him the said C. thereto) but he the said C. hath ever refused, and still doth refuse to pay the same, or any Part of them to the said E. to the Damage of the said E. of ten Pounds, and thereupon he brings his Suit, *and so forth.*

A Declaration upon a Promissory Note.

County of *Meath*, **E**. W. late of *Trim*, in the (to wit.) **E**. County of *Meath*, Gentleman, was attached to answer R. C. Gentleman, in a Plea of Trespass upon the Case, and whereupon the said R. by *William Sproule* his Attorney, complains, that whereas the said E. after the First Day of *May*, in the Year of our LORD One thousand seven hundred and five, to wit, on the Twenty-seventh Day of *September*, in the Year of our LORD One thousand seven hundred and fifty-three, at *Trim*, in the said County of *Meath*, made a certain Note in Writing, called a Promissory Note, with the proper Hand and Name of him the said E. to the same Note subscribed, bearing Date the same Day and Year last above-mentioned. And the said E. by the same Note acknowledged to be owing and indebted to the said R. by the Name of Mr. R. C. in the Sum of sixty Pounds, which the said E. promised to pay to the said R. upon Demand; by Reason of which Promise, and also by Force of the Statute in such Case lately made and provided, the said E. became liable, and was, and now is liable to pay to the said R. the said Sum of sixty Pounds, contained in the said Note; according
to

to the Tenor and Effect of the same Note ; and being so liable, the said E. in Consideration thereof, afterwards, to wit, the same Day and Year last above-mentioned at *Trim* aforesaid, in the County of *Meath* aforesaid, assumed upon himself and to the said R. then and there faithfully promised that he the said E. the aforesaid Sum of sixty Pounds contained in the aforesaid Note to the said R. according to the Tenor and Effect of the same would well and faithfully pay and content ; yet the said E. his Promise and Assumption made in Form aforesaid, in no wise regarding, but contriving and fraudulently intending the said R. of the aforesaid sixty Pounds, in this Part craftily and subtilly to deceive and defraud, the aforesaid Sum of sixty Pounds, or any Part thereof, to the said R. hath not paid, nor him for the same hitherto, in any Manner contented, (altho' to do the same the aforesaid E. afterwards, to wit, the same Day and Year last above-mentioned, at *Trim* aforesaid, in the County of *Meath* aforesaid, by the said R. was required) but that to pay him, or for the same in any Manner to content, he hath hitherto altogether refused, and yet doth refuse, to the Damage of the said R. of seventy Pounds ; and thereupon he brings his Suit, &c.

A Declaration upon a Bond.

County of *Dublin*, J. S. late of *Swords*, in the (to wit.) J. said County, Gentleman, otherwise called, J. S. of, &c. [*Here describe the Defendant's Name, his Place of Abode, and Addition exactly as it is wrote in the Bond*] was summoned to answer T. B. of a Plea, that he render to him one hundred and ten Pounds which he owes him, and unjustly detains. And whereupon the same T. by *Henry Wilson*, his Attorney, says, that whereas the aforesaid J. on the Third Day of *February*, in the Second Year of the Reign of our Sovereign Lord, the now King, at *Swords* in the said County, by his certain Writing Obligatory, acknowledged himself to

be holden and firmly bound to the above-named T. in the aforesaid Sum of one hundred and ten Pounds, to be paid to the said T. when he should be thereunto required; yet the aforesaid J. although oftentimes thereunto required, hath not rendered the aforesaid one hundred and ten Pounds to the same T. but hath hitherto entirely denied, and yet doth deny to render that to him, whereupon he says he is the worse, and hath Damage to the Value of Twenty Pounds; and thereupon he brings his Suit; and he brings here into Court the Writing aforesaid, which testifies the Debt aforesaid, in Form aforesaid; the Date whereof is the Day and Year abovesaid.

A Declaration in Trover and Conversion.

County of *Wicklow*,
(to wit,) **A**. B. late of the Town of *Wicklow*, Haberdasher of Hats, was attached to answer C. D. of a Plea of Trespas upon the Case, and so forth. And whereupon the said C. by *John Skiddy*, his Attorney, complains, That Whereas the said C. the tenth Day of *May*, in the Year of our LORD One thousand seven hundred and forty five, at *Wicklow* aforesaid, in the County of *Wicklow* aforesaid, was possessed of divers Goods and Chattels, to wit, eight painted sliding wooden Shutters, one small wooden Shutter not painted, one Show Board with Hats painted upon it; ten Deal Boards, and five Yards of blue and white Paper, to the Value of ten Pounds, as of his own proper Goods and Chattels; and being so possessed thereof, the said C. casually lost the Goods and Chattels aforesaid out of his Hands and Possession, which said Goods and Chattels afterwards, to wit, the same Day and Year at *Wicklow* aforesaid, in the County of *Wicklow* aforesaid, came to the Hands and Possession of the said A. by finding; yet the said A. knowing the Goods and Chattels aforesaid, to be the proper Goods and Chattels of the said C. and of Right to belong to him, but contriving and fraudulently intending

tending craftily and subtilly to deceive and defraud the said C. on this Behalf, hath not delivered the said Goods and Chattels to the said C. (though often requested) but afterwards, to wit, the same Day and Year aforesaid, at *Wicklow* aforesaid, in the County of *Wicklow* aforesaid, converted and disposed of the said Goods and Chattels to his the said *Alexander's* own proper Use, to the Damage of the said *William* of ten Pounds, and thereupon he brings his Suit, and so forth.

A Declaration in Trespass.

County of *Sligo*, (to wit.) **A.** B. late of the Town of *Sligo*, in the County of the same Town, Baker and Brewer, was attached to answer to C. D. in a Plea, wherefore with Force and Arms, he took, carried away, detained and converted, and disposed of to his own Use the Coals of the said C. of the Value of Twenty Pounds, lately found at *Sligo* in the County of *Sligo* aforesaid, and did other Wrongs to the said C. to the great Damage of the said C. and against the Peace of our Sovereign Lord the King, that now is, &c. And whereupon the said C. by *Adam Ryan*, his Attorney, complains that the said A. on the First Day of *January*, in the Year of our LORD One thousand seven hundred and fifty three, with Force and Arms, did take, carry away, detain and convert, and dispose of to his own Use, the Coals of the said C. to wit, fifty Fother of Coals of the Value of Twenty Pounds, found at *Sligo* aforesaid in the County of *Sligo* aforesaid, and did other Wrongs to the said C. to the great Damage of the said C. and against the Peace of his said Majesty, whereby the said C. says that he is prejudiced and damnified to the Value of Thirty Pounds, and thereupon he brings his Suit, &c.

A Decla-

A Declaration against two Administrators on a Bond of the Intestate.

County of *Antrim*, *A.* B. late of *Carrickfergus* (to wit.) *A.* in the said County, Gentleman, and C. D. late of — in the said County, Yeoman, Administrators of the Goods and Chattels, Rights and Credits of E. F. late of *Carrickfergus* in the said County, Tanner, deceased, otherwise lately called E. F. &c. [*As mentioned in the Bond*] were summoned to answer to G. H. of a Plea, that they render to him two hundred Pounds, which they owe and unjustly detain from him, and so forth. And whereupon the said G. H. by *Charles Ferran*, his Attorney, saith, that whereas the said E. F. in his Life-time, *to wit*, on the third Day of *January*, in the Year of our LORD One thousand seven hundred and fifty, at *Carrickfergus* aforesaid, in the County of *Antrim* aforesaid, by his certain Writing Obligatory, acknowledged himself to be holden and firmly bound to the said G. H. in the said Two Hundred Pounds, to be paid to the said G. H. when he should be thereunto required, yet the aforesaid E. F. in his Life-time, or the said A. B. and C. D. or either of them since the Death of him the said E. F. (altho' often requested) have not, neither hath either of them rendered to the said G. H. the aforesaid Two hundred Pounds, but they have refused to render that to him; and the said A. B. and C. D. do, and either of them still doth refuse to render that to him, whereupon he saith that he is injured, and hath Damage to the Value of Two hundred Pounds, and thereupon he brings his Suit; and he brings here into Court the Writing Obligatory aforesaid, which testifieth the Debt aforesaid in Form aforesaid; the Date whereof is the Day and Year abovesaid,

A Decla-

A Declaration Qui tam, against a Person for illegally exercising his Trade.

Easter Term, in the ——— Year of King George the Second.

County of the Town of **A** B. late of the said Drogheda, (to wit.) **A.** Town and County, Yeoman, was summoned to answer, as well our Sovereign Lord the King, that now is, as C. D. who sues as well for his said Majesty as for himself in this Respect in a Plea, that he render to his said Majesty and the said C. who as well, &c. Twenty-two Pounds which he owes to, and unjustly detains from them, &c. And whereupon the said C. who sues as well for his said Majesty as for himself in this Respect, by *John Steel* his Attorney, says, that the said *A.* for the Space of eleven Months next before the Second Day of *January*, in the said ——— Year of the Reign of his said Majesty, at *Drogheda* in the County of the Town of *Drogheda*, aforesaid, did use and exercise the Art, Mystery and Manual Occupation of a Baker, being a Trade, Mystery and Manual Occupation used and exercised within the Kingdom of *Ireland*, on the Twelfth Day of *January*, in the Fifth Year of the Reign of her late Majesty Queen *Elizabeth*, and on the first Day of *May* then next following, to wit, at *Drogheda*, in the County of the Town of *Drogheda*, aforesaid: Whereas the said *A.* on the said Twelfth Day of *January*, did not use or exercise the said Trade, Art or Manual Occupation of a Baker, or any other Art, Mystery or Manual Occupation, nor was brought up in the said Art, Mystery or Manual Occupation of a Baker, for the Space of Seven Years, as an Apprentice, contrary to the Form of a Statute in that Case lately made and provided; by Reason whereof, and by Force of that Statute, an Action accrued to his said Majesty, and the said C. who as well, &c. to demand and have of the said *A.* the said Twenty-two

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Pounds,

Pounds, to wit. Forty Shillings for every Month of the said eleven Months; nevertheless the said A. (although often requested) has not yet rendered to his said Majesty and the said C. who as well, &c. the said Twenty-two Pounds, or any Part thereof, but has hitherto denied, and still denies to render them the same; whereby the said C. who, as well, &c. says that he is prejudiced and damnified to the Value of Twelve Pounds, and thereupon, as well for his said Majesty as for himself, he brings Suit, &c.

A Declaration in the King's Bench, for Goods sold and delivered.

County of the City of **A.** B. complains of C. D. *Dublin*, (to wit.) **A.** in Custody of the Marshal of the Marshalsea of our Sovereign Lord the King, before the King himself being, for that, to wit, that whereas the aforesaid C. on the Twenty-second Day of *April*, in the Year of our LORD One thousand seven hundred and forty-five, at the City of *Dublin* aforesaid, in the Parish of *St. Michael* the Archangel, in the Ward of *St. Michael*, in the County of the same City, was indebted to the said A. in twenty Pounds of lawful Money of *Great-Britain*, for divers Goods, Wares and Merchandizes of him the said A. by him the said A. to the same C. and at her special Instance and Request, before that Time sold and delivered, and being so indebted, the aforesaid C. in Consideration thereof, afterwards, to wit, the same Day and Year abovesaid, at the City of *Dublin* aforesaid, in the Parish and Ward aforesaid, in the County of the same City, assumed upon herself, and to the same A. did then and there faithfully promise that she the aforesaid C. the aforesaid twenty Pounds to the same A. when she should be thereto afterwards required, would well and truly pay and content. And whereas also the aforesaid C. afterwards, to wit, the same Day and Year abovesaid, at the City of *Dublin* aforesaid, in the Parish and Ward aforesaid, in the County

County of the same City, in Consideration that the
aforesaid A. at the like special Instance and Request of
her the said C. had sold and delivered to her the said
C. divers others Goods, Wares and Merchandizes of
him the said A. took upon herself, and to the same A.
did then and there faithfully promise that she the afore-
said C. so much Money as the Goods, Wares and Mer-
chandizes last mentioned, at the Time of the Sale and
Delivery of them reasonably were worth, to the same
A. when she should be thereto afterwards required,
would well and truly pay and content; and the afore-
said A. avers that the Goods, Wares and Merchand-
izes last mentioned, were at the Time of the Sale and
Delivery of the same reasonably worth another Sum
of Twenty Pounds of like lawful Money of *Great-
Britain*, to wit, at the City of *Dublin* aforesaid, in
the Parish and Ward aforesaid, in the County of the
same City. And thereof the aforesaid C. afterwards,
to wit, the same Day and Year abovesaid, at the City
of *Dublin* aforesaid, in the Parish and Ward afore-
said, in the County of the same City, had Notice.
And also whereas the aforesaid C. afterwards, to wit,
the same Day and Year abovesaid, at the City of
Dublin aforesaid, in the Parish and Ward aforesaid,
in the County of the same City, was indebted to the
same A. in other twenty Pounds of like lawful Money
of *Great-Britain*, for the like Sum of Money by him
the said A. for the same C. at her special Instance and
Request, before that Time paid, laid out and expend-
ed; and being so indebted, the aforesaid C. in Consi-
deration thereof afterwards, to wit, the same Day and
Year abovesaid, at the City of *Dublin* aforesaid, in
the Parish and Ward aforesaid, in the County of the
same City, took upon herself and to the same A. did
then and there faithfully promise that she the aforesaid
C. the aforesaid twenty Pounds to the same A. when
she should be thereto afterwards required, would well
and truly pay and content. Nevertheless the aforesaid
C. her several Promises and Undertakings aforesaid,
in Form aforesaid made, little regarding, but contriv-
ing,

ing, and fraudulently intending the aforesaid A. in this Behalf craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any Part thereof, to the same A. hath not yet paid, nor him for the same in any wise hath contented, although to do this the aforesaid C. afterwards, to wit, the same Day and Year abovesaid, at the City of *Dublin* aforesaid, in the Parish and Ward aforesaid, in the County of the same City, and oftentimes by the same A. hath been requested, but the same to him hitherto to pay, or him for the same in any wise content, the said C. hath altogether refused, and still doth refuse, to the Damage of the said A. twenty Pounds, and therefore he brings his suit, &c.

A Declaration in Debt for Rent due.

—— Term in the —— Year of the Reign of
our Sovereign Lord ——

County of *Roscommon*. } A. B. late of *Roscommon*
said, Yeoman, and E. F. of the same, in the said County, Yeoman, were summoned to answer C. D. of a Plea, that they render to him Twenty-one Pounds which to him they owe and unjustly detain, &c. And whereupon the said C. by —— his Attorney, saith that whereas the said C. the first Day of *September*, One thousand seven hundred and fifty, at *Roscommon* in the said County, did demise, and to Farm let to the said A. and E. All that his the said C's then Part and Share of the Messuages, Lands and Grounds to him then belonging, at and in a certain Village called ——, in the said County, for them and their Assigns, To have and to occupy the same Premisses, with the Appurtenances, from the first Day of *May*, then next ensuing, for one whole Year then next following, and so from one Year to one Year, so long as the said C. should hold and enjoy the said Premisses in ——, in Right of A. his then Wife, yielding
and

and paying therefore to the said C. yearly, and every Year, so long as they the said A. and E. should have and occupy the said Tenements, by Virtue of the said Demise, the yearly Rent or Sum of Ten Pounds Ten Shillings, of lawful Money of *Great Britain*, at the two most usual Feasts or Days of Payment in the Year, (that is to say) on every first Day of *November* and first Day of *May*, in every Year, by even and equal Portions; the first Payment thereof to begin and be made on the first Day of *November*, then next ensuing; by Virtue of which said Demise the said A. and E. then entered into the said Tenements with the Appurtenances to them demised, in the Manner as above set forth, and had held and occupied the same until the first Day of *November*, in the Year of our LORD One thousand seven hundred and fifty-three, to which Time the said C. held and enjoyed the Tenements aforesaid, with the Appurtenances, in Right of A. his said Wife, and the Sum of Twenty-one Pounds was due on the first Day of *November*, One thousand seven hundred and fifty-three, for two Years Rent of the said annual Rent, for the said Tenements, with the Appurtenances, and the same is unpaid to the said C. whereby an Action accrued to the said C. to require and have of the said A. and E. the Sum of Twenty-one Pounds. Nevertheless the said A. and E. altho' often required, the said Sum of Twenty-one Pounds, or any Part thereof to the said C. have not rendered, but the same to him to render, have refused, and do refuse, whereupon he saith he is prejudiced, and hath Damage, to the value of ten Pounds, and thereupon he brings his Suit.

A Declaration for work done.

—— Term, in the —— Year of the Reign of
our Sovereign Lord ——

County of *Clare*, A. B. late of *Ennis*, in the Coun-
(to wit,) ty of *Clare* aforesaid, Haberdasher of Hats, was attached to answer to C. D. of

a Plea of Trespass upon the Case, and so forth. And whereupon the said C. by ——— his Attorney, complains that whereas the said A. on the fifth Day of *May*, in the Year of our Lord one thousand seven hundred and fifty three, at *Ennis* aforesaid, in the County of *Clare* aforesaid, was indebted to the said C. twenty Pounds of lawful Money of *Great Britain*, for Work, Labour and Service before that Time done and performed by the said C. for the said A. at his special Instance and Request; and being so therefore indebted, he the said A. in Consideration thereof, afterwards, to wit, on the same Day and Year, at *Ennis* aforesaid, in the County of *Clare* aforesaid, did assume upon himself, and to the said C. then and there did faithfully promise that he the said A. would pay to the said C. the Sum of Twenty Pounds when the said A. should be thereunto afterwards requested. And whereas the said A. afterwards, to wit, on the same Day and Year, at *Ennis* aforesaid, in the County of *Clare* aforesaid, in Consideration that the said C. at the like Instance and Request of the said A. had before that Time done and performed other Work, Labour and Service for the said A. did assume upon himself, and to the said C. then and there faithfully promise, that he the said A. would pay to the said C. so much Money as he therefore reasonably deserved to have when the said A. should be thereunto afterwards requested. And the said C. in Fact saith, that he did therefore reasonably deserve to have of the said A. other Twenty Pounds of like lawful Money, to wit, at *Ennis* aforesaid, in the County of *Clare* aforesaid, of which the said A. had then and there Notice. And whereas also the aforesaid A. afterwards, to wit, on the sixth Day of *May*, in the Year aforesaid, at *Ennis*, in the County of *Clare* aforesaid, was indebted to the said C. in other Twenty Pounds of like lawful Money, for the Work and Labour of him the said C. by him in and about the Business of the said A. for the above-named A. at the special Instance and Request of him the said A. before that
that

that Time done and performed : and being so there-upon indebted, the same A. in Consideration thereof afterwards, to wit, on the same Day and Year last aforesaid, at *Ennis* in the County of *Clare* aforesaid, assumed upon himself, and to the said C. then and there faithfully promised, that he the same A. the aforesaid Twenty Pounds last mentioned to the same C. when afterwards he should be thereto requested, would well and faithfully pay and content. And whereas also the aforesaid A. afterwards, to wit, on the same Day and Year last aforesaid, at *Ennis* in the County of *Clare* aforesaid, in Consideration that the aforesaid C. at the like special Instance and Request of him the said A. had applied his Industry, and done and performed divers other Works and Labours, in and about divers other Businesses of him the said A. assumed upon himself, and to the same C. then and there faithfully promised that he the same A. so much as he the said C. for his Industry, Works and Labours last mentioned, had reasonably deserved to have, to the same C. when afterwards he should be thereunto required, would well and faithfully pay and content. And the same C. in Fact says, that he for his Industry, Works and Labours last mentioned, reasonably deserved to have of the said A. another Sum of Twenty Pounds of like lawful Money, to wit, at *Ennis* in the County of *Clare* aforesaid, whereof the aforesaid A. by the same C. then and there had Notice. And whereas also the aforesaid A. afterwards, to wit, on the same Day and Year last aforesaid, at *Ennis* in the County of *Clare* aforesaid, had accounted with the above-named C. concerning divers other Sums of Money to the said C. by the aforesaid A. before that Time due, and then being behind and unpaid, and upon that Account, the aforesaid A. was found in Arrearages towards the same C. in ten Pounds eight Shillings and eleven Pence, of like lawful Money. And so being in Arrearages, the aforesaid A. afterwards, to wit, on the same Day and Year last aforesaid, at *Ennis* in the County of *Clare* aforesaid, in
Consideration

Consideration thereof assumed upon himself, and to the above-named C. then and there faithfully promised that he the aforesaid A. the same ten Pounds eight Shillings and eleven Pence last mentioned to the said C. when afterwards he should be thereto required, would well and faithfully pay and content. And whereas also the aforesaid A. afterwards, to wit, on the same Day and Year abovesaid, at *Ennis* in the County of *Clare* aforesaid was indebted to the said C. in other ten Pounds eight Shillings and eleven Pence, upon a Reckoning between the said C. and the said A. then and there had and made, and being so indebted, the said A. in Consideration thereof, upon himself did assume, and to the said C. then and there faithfully did promise that he the said A. the said ten Pounds eight Shillings and eleven Pence last mentioned to the said C. when thereunto afterwards he should be requested, would well and faithfully pay and content. Nevertheless the said A. his several Promises and Assumptions aforesaid, in Form aforesaid made, in no wise regarding, but contriving and fraudulently intending the said C. on this Behalf craftily and subtilly to deceive and defraud, the aforesaid several Sums of Money, or any of them, to the said C. according to his several Promises and Assumptions aforesaid, (although to do this the said A. by the said C. afterwards, to wit, on the eighth Day of *May*, in the Year last aforesaid, at *Ennis* in the County of *Clare* aforesaid, was requested) hath not paid, or for them in any Manner contented, but them to him hitherto to pay, or for them in any Manner to content, altogether hath refused, and yet doth refuse; whereupon the said C. saith that he is the worse, and hath Damage to the Value of Twenty Pounds, and thereupon he brings Suit, and so forth.

A Decla-

A Declaration for Breach of Promise.

— Term, in the — Year of the Reign of —

County of *Cork*, **G** L. late of —, in the
 (to wit.) **G**. County aforesaid, Yeoman,
 and J. D. of the same in the said County, Yeoman, were attached to answer to J. A. of a Plea of Trespass upon the Case, &c. And whereupon the said A. by — his Attorney complaineth, That whereas on the Ninteenth Day of *April*, in the — Year of the Reign of our Lord King *George II.* that now is, at *Dale* in the County of *Cork* aforesaid, a certain Discourse was had and moved between the said J. A. and the said G. L. and J. D. of and concerning divers Suits at Law then depending between and amongst the said Parties; and upon that Discourse the said G. and J. (in Consideration that the said J. A. *had taken upon* him, and to the said G. and J. had then and there *faithfully promised* that he the said J. A. would desist from further prosecuting a Suit at Law, which the said J. A. had then before commenced against them the said G. and J. and acquit and discharge them from all the then Demands of the said J. A.) took upon themselves, and to the said J. A. then and there *faithfully promised*, that not only a Suit at Law, then commenced by the said G. against the said A. and all Proceedings thereupon to be had, should from thenceforth cease and determine, but that they the said G. and J. would also, upon Request, pay to the said J. A. for his own Use, the Sum of Twenty Shillings of lawful *British* Money, together with the further Sum of Thirty-nine Shillings and Sixpence, expended by the said J. A. in prosecuting a Suit at Law against them the said G. and J. at his Suit; and would also deliver up, upon the like Demand, to the said J. A. a Promissory Note in Writing, signed by the said J. A. whereby he had promised and obliged himself

se'f to pay to the said G. the Sum of Twenty Shillings, and also acquit and discharge him the said J. A. from all the then Demands of them the said G. and J. And the said J. A. in Fact saith, that he giving Credit to the Promises of the said G. and J. did desist from further prosecuting the said Suit at Law commenced by him against the said G. and J. and did then acquit and discharge them from all the then Demands of him the said A. And also whereas the said G. and J. to wit, afterwards the said Nineteenth Day of *April*, in the Year aforesaid, at *Dale* in the County of *Cork* aforesaid, accounted together with the said J. A. of divers Sums of Money by them the said G. and J. to him the said A. before that Time owing; and upon that Account the said G. and J. were found in Arrears to the said J. A. in Fifty-nine Shillings and Sixpence of lawful *British* Money. And upon being so found in Arrear, the said G. and J. in Consideration thereof, took upon themselves, and to the said J. A. then and there faithfully promised that they the said G. and J. the said Fifty-nine Shillings and Sixpence to the said A. when they should be thereto requested, would well and truly pay; nevertheless the said G. and J. their several Promises, in Form aforesaid made, not regarding, but contriving and fraudulently intending the said J. A. in the Premises, cunningly and subtilly to deceive and defraud, the said several Sums, or any Part thereof, to the said J. A. have not paid, nor otherwise for the same hitherto satisfied, nor hath the said G. delivered up to the said J. A. the said Promissory Note for the said Twenty Shillings (although afterwards the same Nineteenth Day of *April*, and often after at *Dale* in the County of *Cork* aforesaid, by the said J. A. they were thereto requested) whereupon the said J. A. saith that he is prejudiced, and hath Damage to the Value of Ten Pounds, and thereupon he brings his Suit, &c.

A Decla-

A Declaration in Trespass.

County of *Downe*, } **R.** B. late of — in the
 (to wit.) } said County, Innkeeper,
 was attached to answer W. B. in a Plea wherefore
 with Force and Arms the House of the said W. at
 —, in the County of *Downe* aforesaid, he broke and
 entered, and other Wrongs to him did, to the great
 Damage of the said W. and against the Peace of our
 Lord the now King, &c. and whereupon the said W.
 by — his Attorney, complains, that whereas the said
 R. on the Thirtieth of *December*, in the Twenty fifth
 Year of the Reign of our Lord the now King, with
 Force and Arms, the House of the said W. at —
 aforesaid, broke and entered, and other Wrongs to
 him did to the great Damage, &c. and against the
 Peace, and so forth, in the County of *Downe* aforesaid,
 and so forth, whereupon he saith he is prejudiced
 and hath Damage to the Value of One hundred
 Pounds, and thereupon he brings Suit, and so forth.

*Declarations in Ejectments in the Court of Common Pleas.**A Declaration in Ejectment on the Title upon a single Demise.*

*Of Trinity Term in the 26th and 27th Year of King
 GEORGE the Second.*

County of *K.* **A.** B. (*the Casual Ejector*) was at-
 (to wit.) } tached to answer C. D. (*the
 Lessee*) of a Plea, wherefore with Force and Arms he
 entered into two Castles, twenty Messuages, twenty
 Cottages, forty Gardens, ten Orchards, ten Pidgeon-
 Houses, five Mills, one hundred Acres of Land, two
 hundred Acres of Meadow, three hundred Acres of
 Pasture, fifty Acres of Wood and Underwood, fifty
 Acres

Acres of Furze and Heath, and fifty Acres of Moor and Marsh, with the Appurtenances, in the Towns and Lands of *Black-Acre, White-Acre, and Busby-Park*, in the County of K. aforesaid, which E. F. Esq; (*the Lessor of the Plaintiff*) had demised to the said C. D. for a Term of Years, which is not yet expired, and him from his Farm aforesaid ejected, and other Wrongs to him did, to the great Damage of him the said C. D. and against the Peace of the Lord, the now King, and so forth. And whereupon the said C. D. by G. H. his Attorney complaineth, that whereas the said E. F. [*The Days of Demise, Entry and Ouster, must be of some Days in or before the Term of which the Ejection is brought, and not on a Sunday*] on the 10th Day of *May*, in the Year of our Lord One thousand seven Hundred and fifty-three at *Black-Acre* in the County of K. aforesaid, had demised, granted, and to Farm let, to the said C. D. the Tenements aforesaid, with the Appurtenances, *To have and to hold* the said Tenements so demised, with the Appurtenances, to the said C. D. and his Assigns, from the said 10th Day of *May*, in the Year of our Lord aforesaid, for and during the Term of Twenty-one Years thence next ensuing, fully to be compleated and ended, by Virtue of which said Demise, the said C. D. afterwards, to wit, on the 11th Day of *May*, in the Year of our Lord aforesaid, entered into the Tenements aforesaid, with the Appurtenances, and was thereof possessed, until the said A. B. afterwards, to wit, on the said 11th Day of *May*, in the Year of our Lord aforesaid, with Force and Arms and so forth, entered into the Tenements aforesaid, with the Appurtenances, which the said E. F. had demised to the said C. D. in Form aforesaid, for a Term which is not yet expired, and ejected the said C. D. from his Farm aforesaid, and other Wrongs, and so forth, to the great Damage, and so forth, and against the Peace, and so forth, whereby the said C. D. saith he is injured, and hath Damages to one hundred Pounds

Pounds *Sterling*, and therefore he bringeth his Suit,
and so forth.

(*Council's Name.*)

H. for the *Plaintiff*.
F. for the *Defendant*.

S I R,

I Understand you are concerned in the Title of the Lands and Premises in the above Declaration mentioned, (being in your Possession) concerning which I am sued as Casual Ejector, in his Majesty's Court of *Common Pleas* in *Ireland*. These are therefore to give Notice, that you may take upon you the Defence of the Title, (if any you have) otherwise I shall let Judgment pass against me by Default, the next *Michaelmas* Term, and then you will be turned out of Possession, unless you take Order with an Attorney of the said Court, and become Defendant yourself. In the mean Time, I am your Friend,

A. B.

If the Ejectment be brought for Rent, then the following Notice is to be added.

S I R,

YOU are likewise desired to take Notice, that the above Ejectment is brought upon Account of Non-Payment of Rent, pursuant to the Statutes in that Case made and Provided.

H. Attorney for the *Plaintiff*.

T

4 Decla-

A Declaration in Ejectment upon a double Demise.

County of, &c. } *Here begin the Ejectment just as in
the Foregoing down to these
Words.*

IN the County of K. aforesaid, which E. F. Esq; and G. H. Widow, had severally demised to the said C. D. for a Term of Years, which is not yet expired, and him from his Farm aforesaid ejected, and other wrongs to him did, to the great Damage of him the said C. D. and against the Peace of the Lord, the now King, and so forth. And whereupon the said C. D. by W. H. his Attorney complaineth, that whereas the said E. F. on the 10th Day of May, in the Year of our Lord one thousand seven hundred and fifty-three, at *Black-Acre* in the County of K. aforesaid, had demised, granted, and to Farm let, to the said C. D. the Tenements aforesaid, with the Appurtenances. To have and to hold the said Tenements so demised with the Appurtenances to the said C. D. and his Assigns from the said 10th Day of May, in the Year of our Lord aforesaid, for and during the Term of twenty-one Years thence next ensuing, fully to be compleated and ended, by Virtue of which said several Demises the said C. D. afterwards, to wit, on the 11th Day of May, in the Year of our Lord aforesaid, entered into the Tenements aforesaid, with the Appurtenances, and was thereof possessed until the said A. B. afterwards, to wit, on the said 11th of May, in the Year of our Lord aforesaid, with Force and Arms, and so forth, entered into the Tenements aforesaid, with the Appurtenances, which the said E. F. and G. H. to the said C. D. in Form aforesaid had severally demised, for a Term of Years which is not yet expired, and ejected the said C. D. from his Farm aforesaid, and other Wrongs, and so forth, to the great Damage, and so forth, and against the Peace,
and

and so forth, whereby the said C. D. saith he is injured, and hath Damages to one hundred Pounds Sterling, and therefore he bringeth his Suit, and so forth.

(*Council's Name.*)

H. for the *Plaintiff.*
F. for the *Defendant.*

The like Notices are to be added as in the Foregoing.

A Declaration in Ejectment where the Lands are so described in the Lease or Deed that they cannot be, with sufficient certainty, set forth in the usual Manner. — This Declaration is commonly called, An Ejectment by the Name.

County of, } *Here go on with the Declaration just*
&c. } *as in the First, down to these Words.*

IN the County of K. aforesaid, which E. F. had demised to the said C. D. for a Term of Years which is not yet expired, and him from his Farm aforesaid ejected, and other Wrongs to him did, to the great Damage of him the said C. D. and against the Peace of the Lord the now King, and so forth. And whereupon the said C. D. by G. H. his Attorney complaineth, that whereas the said E. F. on the 10th Day of *May*, in the Year of our Lord one thousand seven hundred and fifty-three, at *Black-Acre* in the County of K. aforesaid, had demised, granted, and to Farm let, to the said C. D. the Tenements aforesaid, with the Appurtenances, by the Name of, *All that and those*, [*Here insert the Lands in the very Words by which they are described in your Deed or Lease.*] To have and to hold, &c. as in the first Declaration.

An Ejection in the King's Bench on a single Demise.

County of *Corke*, } **A.** B. complains of C. D. in
 (to wit.) } the Custody of the Mar-
 shal of the Marshalsea of our Sovereign Lord the
 King, before the King himself, being of a Plea of
 Trepass and Ejection of a Farm, for that Whereas
 E. F. on the tenth Day of *May*, in the Year of our
 Lord, one Thousand seven Hundred and Fifty-three
 at *Bandon* in the said County, had demised, granted,
 and to Farm set, to the said A. B. [*If the Ejection*
is brought for Tenements, or any Holding in any City,
the best Way would be to set forth the Premises exactly
as they are described in the Lease.] twenty Messuages,
 and so forth, of and in the Town and Lands, &c.
 all which said Lands and Premises are situate, lying
 and being in the Barony of *D.* and County of *Corke*
 aforesaid. To have and to hold all and singular the
 said demised Premises, with the Appurtenances, to
 the said A. B. his Executors, Administrators, and
 Assigns from the said tenth Day of *May*, in the Year of
 our Lord aforesaid, for and during the Term, Time,
 and Space of twenty-one Years next ensuing, and
 from thenceforth fully to be complete and ended, by
 Virtue of which said Demise, the aforesaid A. B.
 to wit, on the eleventh Day of *May*, in the Year
 of our Lord aforesaid, entered into the said demised
 Premises, and was thereof possessed, until he the said
 C. D. afterwards, to wit, on the twelfth day of
May, in the Year of our Lord aforesaid, entered with
 Force and Arms, and so forth, into the said demised
 Premises, with the Appurtenances, in and upon the
 peaceable Possession of the said A. B. ejected, drove
 out and removed him the said A. B. from the Pos-
 session of said Farm, his said Term therein, not be-
 ing then expired, and the said A. B. being so ejected,
 drove out and removed from his Possession thereof,
 with-held and still doth with-hold, and then and
 there brought other injuries upon him, against the
 Peace

Peace of our said Lord the King, and to the Damage of the said A. B. one hundred Pounds *Sterling*, and thereupon the said A. B. brings his Suit, and so forth.

As of *Trinity* Term in the 26th and 27th Years of King *George* the Second, and so forth.

Pledges to prosecute { John Doe
and
Richard Roe.

F. G. Attorney for the Plaintiff.

S I R,

Y O U may understand by the above Declaration, that I am sued as Casual Ejector in his Majesty's Court of *King's Ben.* in *Ireland*, as of last *Trinity* Term, for the Lands and Tenements above-mentioned, whereunto I have no Claim. These are therefore to desire you to retain an Attorney of the same Court, to appear for you next *Michaelmas* Term, and defend your Title to the Premises (if any you have) otherwise I shall suffer Judgment to pass against me by Default, and then you will be turned out of Possession. I am your Friend,

C. D

If the Ejectment be for Non-Payment of Rent, the under Notice is requisite, otherwise not.

S I R,

Y O U are likewise desired to take Notice that the above Ejectment is brought upon Account of Non-Payment of Rent, pursuant to the Statutes in that Case made and provided.

F. G. Attorney for the Plaintiff.

An Ejectment in the King's Bench on a double Demise.

County of *Corke*, **A**. B. complains of C. D. in (to wit.) **A**. the Custody of the Marshal of the Marshalsea of our Sovereign Lord the King, before the King himself, being of a Plea of Trespass and Ejectment of a Farm, for that Whereas E. F. on the tenth Day of *May*, in the Year of our Lord one Thousand seven Hundred and Fifty-three, at *Bandon* in said County, had demised, granted, and to Farm set, to the said A. B. twenty Messuages, and so forth, of and in the Town and Lands of, &c. all which said Lands and Premisses, are situate, lying and being in the Barony of *D.* and County of *Corke* aforesaid. To have and to hold all and singular the said demised Premisses, with the Appurtenances, to the said A. B. his Executors, Administrators, and Assigns, from the said tenth Day of *May*, in the Year of our Lord aforesaid, for and during the Term, Time and Space of twenty-one Years next ensuing, and from thenceforth fully to be complete and ended; and also for that whereas G. H. on the tenth Day of *May* in the Year of our Lord aforesaid, at *Bandon* aforesaid, in the said County of *Corke*, had demised, granted, and to Farm set, to the said A. B. the said Premisses, with the Appurtenances, To have and to hold all and singular the said demised Premisses, with the Appurtenances, to the said A. B. his Executors, Administrators and Assigns, from the said tenth Day of *May*, in the Year of our Lord aforesaid, for and during the Term, Time and Space of Twenty-one Years next ensuing, and from thenceforth fully to be complete and ended, by Virtue of which said several Demises the aforesaid A. B. to wit, on the, &c. (*as in the former Ejectment.*)

A Decla-

*A Declaration in Ejectment in the Exchequer on a
sing'e Demise.*

To the Barons of the *Exchequer* of the Term of the
Holy Trinity, in the 26th and 27th Year of the
Reign of King *George* the Second, now of Great
Britain, and so forth, and in the Year of our Lord,
1753.

Queen's County, JOHN LONG, Debtor of the now
(to wit) Lord the King, comes before
the Barons of this *Exchequer* on the fourteenth Day
of *June*, in this Term, by J. H. Gent. his Attorney,
and complains by his Bill against *John Thrustout* pre-
sent here in Court on the same Day by J. S. Gent.
his Attorney, of a Plea of Trespass and Ejectment of
a Farm, for that Whereas A. B. on the first Day of
June, in the Year of our Lord one Thousand seven
Hundred and Fifty-three, at *Mountrath* in the
Queen's County aforesaid, hath demised, granted, and
to Farm let, unto the said *John Long*, fifty Messuages,
fifty Cottages, fifty Gardens, five hundred Acres
of Arable Land, five hundred Acres of Meadow, five
hundred Acres of Pasture, five hundred Acres of
Moor and Marsh, five hundred Acres of Wood and
Underwood, five hundred Acres of Furze and Heath,
with the Appurtenances, in the Town and Lands of
Merrymount, situate, lying and being in the Barony
of *Upper Ossory* and *Queen's County* aforesaid, To
have and to hold all and singular the said demised
Premises with the Appurtenances, unto the said *John
Long*, his Executors, Administrators and Assigns, from
the said first Day of *June*, in the Year of our Lord
one Thousand seven Hundred and Fifty-three afore-
said, for and during the Term and Space of five
Years from thence next ensuing, fully to be compleat
and ended, by Virtue of which said Demise, the
said *John Long* afterwards, to wit, on the second
Day of *June* aforesaid, in the Year of our Lord
aforesaid,

aforesaid, into the said demised Premisses with the Appurtenances, entered and was thereof possessed, until the said *John Thrustout* afterwards, to wit, on the third Day of *June* aforesaid, in the Year of our LORD aforesaid, into the said demised Premisses with the Appurtenances, in Form aforesaid demised, with Force and Arms, to wit, with Swords, Clubs, and so forth, in and upon the quiet and peaceable Possession of the said *John Long* thereof entered, and the said *John Long* from his said Farm, his said Term thereof not being yet expired, ejected, expelled and amoved, and the said *John Long* so ejected, expelled and amoved from his Farm thereof, hitherto hath kept out, and other Injuries then and there brought upon him, against the Peace of our said now Lord the King, and to the Damage of the said *John Long*, of one hundred Pounds *Sterl.* whereby the said *John Long* is rendered the less able to satisfy his Debts which he owes our said Lord the King, at his said *Exchequer*, and thereof he brings his Suit, and so forth.

Pledges to prosecute

} John Doe
and
Richard Roe.

J. H. Attorney for the Plaintiff.

YOU may perceive by the above Declaration, that I am sued as Casual Ejector, in the Pleas Side of his Majesty's Court of *Exchequer* in *Ireland*, as of last *Trinity* Term, for the Lands and Tenements above-mentioned, whereunto I have no Claim. These are therefore to desire you to retain an Attorney of the same Court to appear for you next *Michaelmas* Term and defend your Title to the Premisses (if any you have) otherwise I shall suffer Judgment to pass against me by Default, and then you will be turned out of Possession. I am your Friend,

John Thrustout.

The

The foregoing Ejectment will serve for Non-payment of Rent with the following Notice at the Foot of the above Summons.

SIR,
TAKE Notice that the above Ejectment is brought pursuant to the Statutes, for Non-payment of Rent.

J. A. Attorney for the Plaintiff

An Ejectment on a double Demise in the Exchequer.

To the Barons of the *Exchequer*, of the Term of the *Holy Trinity*, in the 26th and 27th Years of the Reign of King *George the Second*, now of *Great-Britain*, and so forth, and in the Year of our Lord, 1753.

Queen's County, **JOHN LONG**, Debtor of the now (to wit.) Lord the King, comes before the Barons of this *Exchequer*, on the fourteenth Day of *June*, in this Term, by J. H. his Attorney, and complains by his Bill against *John Thrustout* present here in Court, on the same Day, by J. S. his Attorney, of a Plea of Trespass and Ejectment of a Farm, for that WHEREAS A. B. on the first Day of *May*, in the Year of our Lord, one Thousand seven Hundred and Fifty-three, at *Maryborough* in the *Queen's County* aforesaid, had demised, granted, and to Farm let, unto the said *John Long*, fifty Messuages, &c. (*Here go on as in the former*) in the Barony of *Maryborough* and *Queen's County*, aforesaid: To have and to hold all and singular the said demised Premises, with the Appurtenances, unto the said *John Long*, his Executors, Administrators and Assigns, from the first Day of *May* aforesaid, in the Year one Thousand seven Hundred and Fifty-three aforesaid, for and during the Term and Space of Eleven Years, from thence next ensuing, fully to be compleat and ended.

ended. And whereas also, C. D. on the aforefaid first Day of *May*, in the Year of our Lord aforefaid, at *Maryborough* aforefaid, in the *Queen's* County aforefaid, hath demised, granted, and to Farm let unto the said *John Long*, fifty other Messuages, fifty other Cottages, fifty other Orchards, fifty other Gardens, five Hundred other Acres of Arable Land, five Hundred other Acres of Meadow, five Hundred other Acres of Pasture, five Hundred other Acres of Moor and Marsh, five Hundred other Acres of Wood and Underwood; and five Hundred other Acres of Furze and Heath, with the Appurtenances, in the Towns and Lands of *Springmount* and *Summerhill*, situate, lying and being in the Barony of *Maryborough* and *Queen's* County aforefaid; To have and to hold all and singular the said demised Premisses, with the Appurtenances, unto the said *John Long*, his Executors, Administrators, and Assigns, from the first Day of *May* aforefaid, in the Year one Thousand seven Hundred and Fifty-three aforefaid, for and during the Term and Space of Eleven Years, from thence next ensuing, fully to be compleat and ended. By Virtue of which said several Demises, the said *John Long*, afterwards, to wit, on the Second Day of *May* aforefaid, in the Year of our Lord aforefaid, into the said demised Premisses, with the Appurtenances, entered, and was thereof possessed until the said *John Thrustout*, afterwards, to wit, on the third Day of *May*, in the Year of our Lord aforefaid, into the said demised Premisses, with the Appurtenances, in Form aforefaid demised, with Force and Arms, to wit, with Swords, Clubs, and so forth; in and upon the quiet and peaceable Possession of the said *John Long*, thereof entered, and the said *John Long*, from his said Farms his said Terms thereof, or either of them not being yet expired, ejected, expelled and amoved, and the said *John Long* so ejected, expelled and amoved from his said Farms thereof, hath hitherto kept out, and other Injuries, &c. (as in the former.)

A Decla-

*A Declaration in Debt, in the King's Bench.**Michaelmas Term, the 26th of King Geo. 2.*

C, D. } **B** C. complains of W. B. (otherwise (to wit.) } called W. B. of, &c. Esquire) in Custody of the Marshal of the Marshalsea of the Lord the King, being before the King himself, of a Plea, that he render to him 100*l.* *Sterl.* which he owes to him, and unjustly detains; for that, to wit, that whereas the aforesaid W. on the seventh Day of *January* in the twenty-fifth Year of the Reign of the Lord *George* the Second, now King of *Great-Britain*, at the City of *Dublin*, aforesaid, in the Parish and Ward of *St. Michael* the Arch-Angel, in the County of the said City, by his certain Writing obligatory, sealed with the Seal of him the said W. and now shewed here to the Court of the said Lord the King, and dated the same Day and Year, acknowledged himself to be held and firmly bound to the aforesaid A. in the aforesaid 100*l.* to be paid to the said A. when he should afterwards be thereunto required; yet the aforesaid W. although thereto often requested, the aforesaid 100*l.* to the aforesaid A. hath not paid, but to pay the same to him hitherto hath altogether denied, and still doth deny; whereupon the said A. saith, that he is the worse, and hath damage to the Value of 50*l.* and therefore he brings his Suit, &c.*

T. Yates for the Plaintiff.

J. Brown for the Defendant.

} Pledges, &c.

* A Declaration is the Complaint in Writing of a Plaintiff against the Defendant: It must be plain, certain and sufficient; and set forth in what Manner the Action did arise, the Time and Place the Injury was done, &c. and Damages sustained. 1 *Inst.* 17. The Plaintiff is to *file his Declaration* in the Office, which makes it of Record, as the Foundation of the Cause; and

A Declaration in Case, with three several Counts.

Trinity Term, the Twenty-fifth of George the Second,

County of *Corke*,
(to wit.)

*First Count for
Goods sold and de-
livered on an A-
greement.*

T. B. complains of J. D. Gentleman, in the Custody of the Marshal, &c. for that, to wit, THAT WHEREAS the aforesaid J. on the Day of, &c. in the twenty-fourth Year of the Reign of the Lord George the Second, now King of Great-

Britain, &c. at, &c. in the said County of *Corke*, was indebted to the aforesaid T. in Twenty-Pounds Sterling, for divers Goods and Merchandize to the said J. by the said T. at the special Instance and Request of him the said J. before that Time sold and delivered, and being so thereof indebted, he the aforesaid J. in Consideration thereof, afterwards, to wit, the same Day and Year, at, &c. aforesaid, in the County aforesaid, did assume or take upon himself, and to the said T. did then and there faithfully promise that he the aforesaid J. would well and truly pay and content to the aforesaid T. the aforesaid Twenty Pounds, when he should be thereto required. AND

*Second Count for
what the Goods
were worth.*

ALSO WHEREAS the said J. afterwards, to wit, (such a Day in the said twenty-fourth Year, &c.) in Consideration that the aforesaid T. had at the like Instance and Request of him the said J. sold and delivered to him the said J. divers other Wares and Merchandizes, the said J. did

and a Copy of the Declaration is to be delivered to the Defendant's Attorney, before the *Effoin* Day, or he may not be compelled to plead that Term; and then the Attorney for the Plaintiff procures a Rule from the Secondary, for the Defendant to plead in eight Days, &c. 1 *Lill.* 417. *Ord. Cur.* 12. *W.* 3.

J. did take upon himself, and to the said T. did then and there faithfully promise, that he the said J. would likewise well and truly pay and content to the same T. when he should be thereunto required, such Sums of Money as the said Wares and Merchandizes were reasonably worth, and the aforesaid T. in Fact faith, that the Wares and Merchandizes last mentioned, were then and there reasonably worth other Twenty Pounds Sterling, of which the aforesaid J. afterwards, to wit, the same Day and Year, and at the Place aforesaid, had Notice: AND

ALSO, WHEREAS the aforesaid J. afterwards, that is to say, the Day, &c. in the Year last aforesaid, at the *Third Count on an Account settled.*

Place and in the County aforesaid; had accounted with the said T. of and concerning divers Sums of Money to the same T. by the said J. before that Time due and owing, and then being in Arrear and unpaid, and upon that Account the aforesaid J. was then and there found in Arrearage towards the aforesaid T. in other Twenty Pounds Sterling, and being so found in Arrear, the said J. in Consideration thereof did afterwards, to wit, the same Day and Year, at the Place and in the County aforesaid, take upon himself and to the said T. did then and there faithfully promise, that he the said J. would well and truly pay and satisfy to the same T. the aforesaid Twenty Pounds last mentioned, when he should be afterwards thereunto required: Yet the aforesaid J. in no wise regarding his several Promises and Assumptions aforesaid, so made in Form aforesaid, but contriving and fraudulently intending him the said T. craftily and subtilly to defraud and deceive, the aforesaid several Sums of Money, or any Part thereof, to the said T. hath not paid, nor in any Manner contented him for the same, although to do this the aforesaid J. afterwards, to wit, the aforesaid Day, &c. in the Year aforesaid, at the place and in the County aforesaid, was requested by the said T. but he hath hitherto altogether denied, and still doth deny to pay

or in any wise to content him for the same, whereupon the said T. saith, that he is the worse, and hath Damage to the Value of, &c. and therefore he brings his Suit, &c.

A Declaration in Trespass.

THAT he the said C. the Day, &c. in the Year of our Lord 1753, with Force and Arms, &c. the Close of him the said A. called, &c. at, &c. in the County aforesaid, broke and entered, and the Grass of him the said A. to the Value of one Hundred Pounds then and there growing, with certain Beasts; to wit, with Horses, Cows, and Sheep, eat up, trod down and consumed, and continued the said Trespass at divers Days and Times, in so eating up, treading down and consuming the Grass of him the said A. there growing, from the said Day, &c. until the, &c. then next following; and other Enormities, then and there did to him, against the Peace of the said Lord the now King; to the Damage of the said A. 130l. and thereupon he brings his Suit, &c.

A Plea in Debt by an Heir, that he hath nothing by Descent except, &c.

X. at the } **A**ND the said W. X. by J. B. his
Suit of Q. } Attorney, comes, and defends the
Force and Injury, &c. and saith that he cannot deny the aforesaid Action of the said P. Q. nor but that the Writing obligatory aforesaid, is the Deed of the said T. his Father, or but that he detains from the said P. the aforesaid 100l. in Manner as the same Plaintiff above against him hath declared: But the same W. saith, that he hath not any Lands or Tenements, by hereditary Descent from the said T. his Father, in Fee-simple, nor had the Day of the obtaining of the original Writ of the said P. nor at any Time after, besides one Messuage and Garden, with the Appurtenances, in, &c. in the County aforesaid,

aforesaid, of the yearly Value four Pounds; and this he is ready to aver; whereupon he prays Judgment, whether he, as Son and Heir of the said T. with the Debt aforesaid, besides in the Tenement aforesaid, with the Appurtenances, by Virtue of the Writing aforesaid, ought to be charged, &c. (b)

A Replication to the aforesaid Plea.

Q. } AND the said P. Q. by protesting that
against } the aforesaid one Messuage and Gar-
X. } den, with the Appurtenances, are not of
the yearly Value of four Pounds, as the aforesaid
W. X. hath above alleged, to have speedier Execu-
tion of the Debt aforesaid, saith, that the said W.
the Day of the obtaining of the original Writ of the
same Plaintiff, (to wit) the Day, &c. had divers other
Messuages, Lands and Tenements, by hereditary De-
scend from the said T. his Father, in Fee-simple, above
the aforesaid Tenement, in, &c. aforesaid, above by
the said W. acknowledged to be descended from the
aforesaid T. wherewith he might have satisfied the said
P. of the Debt aforesaid, (that is to say) at, &c.

(b) A Plea must directly answer the Charge in the Plaintiff's Declaration, or it will not be good; and if it doth not answer all the Matter contained therein, the Plaintiff shall have Judgment, as for Want of a Plea. 1 Lev. 16. 1 Danv. Abr. 253.—When the Declaration of the Plaintiff is insufficient, or will not maintain an Action, &c. the Defendant may demur thereto, and refer the Points of Law that arise, to the Judgment of the Court, which determines all Questions of Law; and Paper-Books are made for the Judges on Demurrers, &c. upon which Council argue the Matters. The Defendant having pleaded, the Plaintiff makes his Replication, being an Answer or Exception thereunto; to which the Defendant answers by Rejoinder. 2 Lill. 433.

aforesaid, in the County aforesaid : And this he prays that it may be inquired by the Country, &c.

A Plea in Trespass.

D. at the } **A**ND the said C. D. as to the Break-Suit of B. } **A**ing of the Close aforesaid, as also to the Treading down and Consuming the Corn and Grass aforesaid, above supposed to be done, saith, that he is in no wise guilty thereof in Manner and Form as the said Plaintiff hath above declared ; and of this he puts himself upon the Country, &c. And as to the Residue of the Trespass aforesaid, in the said four Acres of Land above, also supposed to be done, the said C. saith, that the said A. B. his Action ought not to have, because he saith, that the Residue of the said Trespass, in the same four Acres of Land, above supposed to be done, was done with the Cattle aforesaid, by Negligence and against the Will of the said C. and that he the said C. afterwards, and before the Day of Purchasing of the original Writ of the said A. to wit, the Day of, &c. in the Year, &c. at the Parish of, &c. aforesaid, offered to the said A. twenty Shillings, Sterling, for and in Satisfaction for the Residue of the Trespass aforesaid, so as aforesaid done ; which said twenty Shillings were a sufficient Amends for the same Residue of the Trespass aforesaid ; in the said four Acres of Land, with the Appurtenances above as before said done ; and that the said A. the said twenty Shillings so offered as aforesaid, to receive of the said C. then and there altogether refused ; and the same C. disclaims to have, or make any Title or Claim unto, or in the said four Acres of Land with the Appurtenances ; and this he is ready to aver : whereupon he prays Judgment, if the aforesaid A. ought to have his Action aforesaid, &c.

Replication

Replication *thereto*.

B. } AND the said A. as to the Plea of the
 against } said C. as to the said Residue of the
 D. } Trespass aforesaid, in the same four Acres
 of Land above done, saith, that he, by any Thing
 in the same Plea before alleged, ought not to be
 barred from having his Action aforesaid against him,
 &c. because he protesteth, that the aforesaid Residue
 of the Trespass aforesaid, in the said four Acres of
 Land above, was not done with the Cattle aforesaid,
 by the Negligence and against the Will of the said C.
 protesting also, that the said twenty Shillings, in Sa-
 tisfaction for the Trespass aforesaid, were not offered
 before the said Day of purchasing the original Writ
 of the said A. as he the said C. hath above alleged
 for his Plea; the same A. saith, that the abovesaid
 twenty Shillings were offered by him the said C. to
 the said A. for a certain Trespass by the said C. with
 his Cattle aforesaid, to the said A. in another Close
 of Land, with the Appurtenances, called, &c. of him
 the said A. in the Parish of, &c. aforesaid done, with-
 out that, that the said C. offered to the said A. the
 said twenty Shillings, for and in Satisfaction of the
 aforesaid Residue of the Trespass aforesaid, in the said
 four Acres of Land, with the Appurtenances, above
 done, as the said C. hath above alleged; and this he
 is ready to verify; whereupon, for that the same C.
 the said Residue of the Trespass aforesaid, in the same
 four Acres of Land with the Appurtenances done,
 hath above acknowledged, the said A. prayeth
 Judgment, and his Damages by Occasion of the Re-
 sidue of the Trespass aforesaid, to him to be adjudg-
 ed, &c.

Rejoinder to the Replication.

D. at the } **A**ND the said C. as before saith, that
 Suit of B. } he offered to the said A. the afore-
 said twenty Shillings, in satisfaction of the said Resi-
 due of the Trespass aforesaid, in the same four Acres
 of Land, with the Appurtenances, done, as he hath
 above alleged ; and of this he puts himself upon the
 Country, &c.

A General Demurrer to a Declaration.

W. at the } **A**ND the aforesaid J. W. by, &c. his
 Suit of B. } Attorney, comes and defends the
 Force and Injury when, &c. and saith that the Mat-
 ter in the Declaration aforesaid, above specified, is
 not sufficient in Law for the aforesaid P. B. to have
 maintained his Action aforesaid, against him the said
 J. and that he to that Matter in Manner and Form
 above declared, has no Necessity, nor is by the Law
 of the Land bound to answer thereto ; and this he is
 ready to aver ; whereupon, for want of sufficient
 Matter in the Declaration mentioned, the same J.
 prays Judgment, and that the aforesaid P. be pre-
 cluded from having his aforesaid Action against him
 the said J. thereupon, &c.

Joinder in the Demurrer.

B. } **A**ND the aforesaid P. for that, that he
 against } hath above declared sufficient Matter
 W. } in Law to maintain his Action aforesaid,
 which he is ready to aver ; and which said Matter
 aforesaid, the said J. hath not denied, nor in any wise
 answered the same, but refuses to admit that Aver-
 ment ; prays Judgment, and his Debt aforesaid, to-
 gether with his Damages, by Occasion of the Deten-
 tion of the said Debt to be adjudged to him.

A Decla-

A Declaration on a Promissory Note on two Counts.

THAT Whereas the aforesaid C. *First Count*
 after the Day, &c. in the Year *upon the Note.*
 of our Lord, &c. at the City of *Dublin*
 aforesaid, in the Parish and Ward of Saint *Michael*
 the Archangel, in the County of the said City, made
 his certain Note in Writing, called a Promissory Note,
 subscribed with his proper Hand, bearing Date, &c.
 aforesaid, and then and there delivered the said Note,
 to the said A. by which said Note, he the said C. prom-
 ised to pay to the said A. or his Order, Thirty-six
 Pounds within three Months after the Date of the
 said Note, for Value from the said A. then and there
 received by him the said C. by Reason of which said
 Premises, and by Force of the Statute in this Case
 thereof made and provided, the said C. was charge-
 able, and yet is chargeable to pay to the said A. the
 aforesaid Thirty-six Pounds in the said Note contain-
 ed; and being so chargeable, he the said C. in Consi-
 deration thereof, afterwards, to wit, on the same Day
 and Year, and at the same Place last above-mention-
 ed, did assume upon himself, and the said C. then and
 there faithfully promised to pay to him the said A.
 the aforesaid Thirty-six Pounds, according to the
 Tenor, of the aforesaid Note. And
 also Whereas afterwards, to wit, the *2d Count for*
 Day, &c. in the Year of our Lord last *Money had*
 aforesaid, in the Parish and Ward and *and received*
 County of the City aforesaid, the a- *for the Plain-*
 foresaid C. was indebted to the same *tiff's Use.*
 A. in Thirty and Six Pounds Sterl. for
 so much Money of him the said A. by the said C. to
 the Use of him the said A. before that Time had and
 received; and being so indebted, he the said C. af-
 terwards, to wit, the same Day and Year last above-
 said, at *Dublin* aforesaid, in the Parish and Ward
 aforesaid, in Consideration thereof, took upon him-
 self,

self, and to the same A. then and there faithfully promised, that he the same C. would well and faithfully pay and satisfy to the said A. the aforesaid thirty-six Pounds, when thereunto afterwards he should be required : Yet the aforesaid C. in no wise regarding his several Promises and undertakings, made as aforesaid, but contriving and fraudulently intending the said A. in this Particular craftily and subtilly to deceive and defraud, the aforesaid Sums of Money, or any Part thereof, to the same A. hath not paid, nor in any Manner hitherto satisfied him for the same ; although to do this the aforesaid C. afterwards, to wit, the Day, &c. and Year aforesaid, in the Parish and Ward aforesaid, by the said A. was required thereto ; whereupon the same A. saith he is damaged, and hath Damage to the Value of, &c. and therefore brings his Suit, &c.

A
COLLECTION
OF
English Precedents,
RELATING TO THE
OFFICE
OF A
JUSTICE of PEACE.

CONSISTING OF

INFORMATIONS,
SUMMONSES,
ORDERS,
EXAMINATIONS,

||| WARRANTS,
RECOGNIZANCES,
COMMITTALS, and
Other Instruments,

In an ALPHABETICAL ORDER.

TO WHICH IS PREFIXED,
COPY of the COMMISSION of the PEACE;
with some OBSERVATIONS thereon.

B E L F A S T:

PRINTED BY HENRY JOY AND CO.

M,DCC,LXXX,IX.

OFFICE

OF THE

SECRETARY

OF THE

NAVY

T H E

P R E F A C E.

*A*S no Gentleman is born a Justice of Peace, and the Business is become so very extensive, that it requires some Years to be in any tolerable Measure Master of it, the Precedents of an old Practiser, with References to the Authorities on which they are founded, it is presumed may be of universal Use. The Commission itself, which is prefixed, is indeed an ample Authority for a Magistrate to proceed upon, in all Cases where there is an actual Breach of the Peace, or any threatening Speeches, which may affect the Life or Property of the Subject; but the Statutes which authorise him to take Cognizance of Matters foreign to the Peace, or create new Offences which were not such at Common Law, are become so voluminous, and many of them so intricate, that it may make a Man of good Sense tremble, when he comes to put them in Execution, if he has not Precedents to direct him. It is observed indeed, that Gentlemen of mean Qualifications hesitate less in difficult Cases, than Men of Experience; either they are not apprised of the Hazards they run, or perhaps they are Men of Fortunes and Figure in their Countries, and entertain that Contempt of the Vulgar, that they are not afraid to act arbitrarily in this Land of Liberty.— Certain it is, they sometimes trust a Butler or Coachman to draw up Warrants and Orders to imprison Men's Persons and seize their Effects; and if they appear illegal, the poor Dog of a Servant usually bears the Blame; his Honour is not presumed to be at Leisure to attend

attend such trifling Concerns: But though Men of Commanding Fortunes may be above the Laws, we have Instances of some others in the Commission, who have had Actions brought against them, and have paid very dear for their Mistakes. Gentlemen would do well therefore to be assured they have some Authority to bear them out before they order a Constable to take a Person into Custody, and still more before they commit him to Goal, or seize his Goods; for Actions will certainly lie against them and the Officers they employ; and great Damages may be recovered, where there is no legal Authority to found their Orders upon. I shall instance but in a Case or two. I believe it is usual, in most Countries, for Justices of Peace to take Persons into Custody, and compel them to pay Servants Wages, when no Wages have ever been settled at the Quarter Sessions. They also frequently order Men to the Stocks for Swearing or being drunk, without giving them Time or Opportunity to pay the Penalty. These and other Mistakes of the like Nature, 'tis presumed, would be avoided, if Gentlemen were furnished with Precedents taken from the Words of the respective Statutes, of which there will be found such a Variety in this Collection, that a Man of ordinary Understanding, if he should not meet with an Instrument in every Circumstance suitable to the Case before him, yet he may, however, from these, be able to frame one himself, without calling in foreign Assistance. I shall conclude with observing that our Superior Courts are usually extremely indulgent to Gentlemen in Commission of the Peace, when their Conduct happens to be called in Question, provided there do not appear some manifest Neglect, Partiality or Prejudice in their Proceedings; and therefore they need be in very little Pain where they act with sincere and upright Intentions; or in other Words, have due Regard to their Oath of Office.

T H E

C O M M I S S I O N.

GEORGE the Second, by the Grace of God, &c.
 To our well beloved and faithful, &c. [*The Commission is usually directed to the Lord Chancellor, Treasurer, and Privy Counsellors, who are Justices of the Peace in every County of England, as well as to the Gentlemen of the proper County, and then goes on.*]

KNOW ye that we have assigned you, and every one of you, jointly and severally, our Justices to keep our Peace in the County of *Bedford*; and to keep and cause to be kept, all Ordinances and Statutes made for the Good of the Peace, and for Conservation of the same, and for the Quiet, Rule and Government of our People in all and every the Articles thereof, in our said County, (as well within the Liberties as without) according to the Force, Form and Effect of the same; and to chastise and punish all Persons offending against the Form of those Ordinances or Statutes, or any of them, in the County aforesaid, as according to the Form of those Ordinances or Statutes shall be fit to be done: And to cause to come before you, or any of you, all those Persons who shall threaten any of the People in their Person, or in burning their Houses, to find sufficient Security for the Peace, or for the good Behaviour towards Us and the People; and if they shall refuse to find such Security, then to cause them to be kept

X

safe

safe in Prison until they find such Security. We have also assigned you, and every two or more of you, (whereof any of you the said A. B. C. shall be one) our Justices to enquire by the Oath of good and lawful Men of the County aforesaid, by whom the Truth may be better known, of all and all Manner of Felonies, Witchcrafts, Inchantments, Sorceries, Magic Art, Trespasses, ForeSTALLINGS, Regratings, Ingrossings and Extortions whatsoever; and of all and singular other Misdeeds and Offences, of which Justices of the Peace may or ought lawfully to enquire, by whomsoever and howsoever done or perpetrated, or which hereafter shall happen howsoever to be done or attempted in the County aforesaid; and of all those who in the County aforesaid have either gone or ridden, or hereafter shall presume to go or ride, in Companies with armed Force against the Peace, to the Disturbance of the People; and also of all those who in like Manner have lain in wait, or hereafter shall presume to lie in wait to maim or kill our People; and also of Inn-holders, and of all and singular other Persons who have offended or attempted, or hereafter shall presume to offend or attempt, in the Abuse of Weights and Measures, or in the Sale of Victuals, against the Form of the Ordinances or Statutes, or any of them, in that Behalf made for the common Good of *England*, and the People thereof in the County aforesaid; and also of all Sheriffs, Bailiffs, Stewards, Constables, Goalers and other Officers whatsoever, who in the Execution of their Offices about the Premises, or any of them, have unlawfully demeaned themselves, or hereafter shall presume unlawfully to demean themselves, or have been, or hereafter shall be careless, remiss or negligent in the County aforesaid: And of all and singular Articles and Circumstances, and all other Things whatsoever, by whomsoever and howsoever done or perpetrated in the County aforesaid, or which hereafter shall happen howsoever to be done or attempted in any wise, more fully concerning the Truth of the Premises, or any of them :

them : and to inspect all Indictments whatsoever so before you, or any of you, taken or to be taken, or made or taken before others, late Justices of the Peace in the county aforesaid, and not as yet determined ; and to make and continue the Process thereupon against all and singular Persons so indicted, or which hereafter shall happen to be indicted before you, until they be apprehended, render themselves, or be outlawed : And to hear and determine all and singular the Felonies, Witchcrafts, Inchantments, Sorceries, Magic Arts, Trespasses, Forestallings, Regratings, Ingrossings, Extortions, unlawful Assemblies, Indictments aforesaid, and all and singular other the Premisses, according to the Laws and Statutes of *England*, as in like Case hath been used or ought to be done : And to chastise and punish the said Persons offending, and every of them, for their Offences, by Fines, Ransoms, Amercements, Forfeitures, or otherwise, as ought and hath been used to be done according to the Laws and Customs of *England*, or the Form of the Ordinances and Statutes aforesaid.

Provided always, That if a Case of Difficulty upon the Determination of any of the Premisses shall happen to arise before you, or any two of you, or more of you, then you, nor any two or more of you, do proceed to give Judgment therein except it be in the Presence of one of the Justices of the one or other Bench, or Justices of Assizes in the County aforesaid.

And therefore we command you and every of you, That you diligently intend the keeping of the Peace, Ordinances, Statutes, and all and singular other the Premisses ; and at certain Days and Places which you, or any such two or more of you, as is aforesaid, shall in that behalf appoint, ye make Inquiries upon the Premisses, and hear and determine all and singular the Premisses, and perform and fulfil the same in Form aforesaid, doing therein that which to Justice appertaineth, according to the Law and Custom of *England*, Saving to us the Amercements and other Things to us thereof belonging.

4 OBSERVATIONS on the COMMISSION.

And we command, by Virtue of these Presents, the Sheriff of the said County of *Bedford*, That at certain Days and Places which you, or any such two or more of you, as aforesaid, shall make known to him as aforesaid, he cause to come before you, or such two or more of you, as aforesaid, such and as many good and lawful Men of his Bailiwick, (as well within Liberties as without) by whom the Truth in the Premises may be the better known and inquired of. Witness, &c.

Observations on the Commission.

BY Peace in our Law is understood an Abstaining from all injurious Force and Violence; and for the Maintenance of this Peace, Justices of Peace were first instituted by the Statute of 1 *Ed.* 3. cap. 16. By which Statute it was ordained, that in every Shire of the Realm certain Persons should be assigned (by the King's Commission) to keep the Peace; and their Authority since that Time hath been very much enlarged by the Statutes 4 *Ed.* 3. c. 2. the 18 of the same King c. 2. and the 34 of the said *Ed.* 3. c. 1. and by many other Statutes almost in every King's Reign. And by the said Statute of the 34 *Ed.* 3. c. 1. they were first enabled to hear and determine (at the King's Suit) all Manner of Felonies and Trespasses, and each County hath now its proper Commissioners for the Peace: In fact, Justices of the Peace are by their Commission authorised to put in Execution not only the Powers the ancient Conservators of the Peace were vested with, but also those contained in their Commission, and such as are cast upon them, by many Acts of Parliament, as before-mentioned; and more especially those of late Years, when Sessions have been constantly every Year held, and in which scarce any hath past wherein there is not more and more Employment still heaped

heaped upon the Justice of the Peace. The Peace is said to be broken by any injurious Force or Violence moved against the Persons, Goods, Lands or Possessions of another, whether it be by threatening Words, furious Gesture, Force of the Body, or any other Force used *in terrorem*; which Peace the Justices are to keep and may command Assistance: If a Constable refuse, he may be indicted; and if found guilty, fined for the same.

The first Clause in the Commission impowers any one Justice of the Peace to cause the Peace to be kept, and all ordinances and Statutes to be observed, which are made for the Conservation thereof, and for the quiet Government of the People: As the Statute made for Hue and Cry; the Statute against Murderers, Robberies, Felons, Night-walkers and Affrayers; against Armour worn *in terrorem*, Riots, forcible Entries, and all other Force and Violence directly against the Peace.

To prevent the Breach of the Peace, such Justice may send his Warrant for the Party, and take sufficient Sureties by Recognizance for keeping the Peace, or for his good Behaviour, as the Case shall require, and may send the Party to Gaol for not finding such Sureties; but the Statutes made for the Peace are strictly to be pursued; and if no Power be given to any one Justice of Peace alone, then can he not compel the Observation thereof, but may present the Offence at the Sessions.

The second Clause in the Commission gives Authority to any two Justices of the Peace, or more, one of them being of the *Quorum*, in the five following Articles:

1. To enquire by a Jury of all Offences mentioned within the Commission.
2. To take and View all Indictments or Presentments of the Jury.
3. To grant out Process against the Offenders, thereby to cause them to come and answer.

4 OBSERVATIONS on the COMMISSION.

4. To hear and try all such Offences (upon any former or future Indictments taken before themselves, or before any other Justices of the Peace) after the Offenders be come in.

5. To determine thereof by giving Judgment, and inflicting Punishment upon the Offenders, according to the Laws and Statutes, to wit, by Fine, Imprisonment or otherwise, according to Law, but not to award any Recompence to the Party wronged, otherwise than by Persuasion. But these Particulars are properly the Business of the Quarter Sessions.

A single Justice of Peace may commit another Justice of Peace for Treason, Felony, or Breach of the Peace.

Servants, &c. assaulting their Masters may be imprisoned for one Year, or less, at the Discretion of two Justices.

Two Justices may (by their Discretion) compel Women to serve, and for such Wages, and in such sort as they think fit.

Two Justices may fine (by their Discretion) all Buyers and Sellers with unlawful Weights and Measures, and several other Cases are left to the Discretion of the Justices out of their Sessions; but this *Discretion* ought to be limited and bounded by the Rules of Reason, Law and Justice, and their Proceedings must be *Secundum Legem, & Consuetudinem Angliæ*, and not according to their own private Opinions. In all Cases therefore, where the Statutes refer the Trial of Offences to the *Discretion* of a Justice or Justices of Peace out of Sessions, it is requisite that the said Justices take due Examination of the Offenders themselves, and also of credible Witnesses, as well concerning the Fact itself as the Circumstances thereof; and upon Confession, or other due Proof, to proceed according to Law and Justice, and not to give Sentence before the Party be cited and heard to answer for himself: And in all Cases where the Statutes refer the Trial to the *Discretion* of the
Justices

OBSERVATIONS on the COMMISSION. 7

Justices, they seem also to authorise the Justices to take Examination of Witnesses upon Oath.

The Authority of a Justice of Peace is to be exercised only within the County where he is appointed by his Commission, nor must he intermeddle in any City there which is a County of itself, nor in any other City or Town Corporate, though it be no County of itself, which have their proper Justices of the Peace within themselves by the King's Charter or Commission; especially if in such Charter there be any special Words of Prohibition, that the Justice of the Shire *non se intromittant*, &c. except such Country Justice be also in Commission for such City or Town Corporate.

But in other corporate Towns which have not their proper Justices of Peace, as also in all Liberties and Franchises (within the County) which have the Return of Writs, but have not their proper Justices, there the Justices of the Peace of the County ought to execute their Authority, and that by the Words of their Commission.

If a Parish extends into two Counties, or if Part thereof lie within the Liberty of a City, and Part without, the respective Justices shall intermeddle only within their own proper Districts; nor shall any Justice of Peace proceed in or punish any Trespass or such like Offence committed in another County against a Penal Statute, unless where such Statute enables him so to do; nor can any Justice of the Peace while he makes his abode or continues out of the County where he is in Commission, intermeddle to take any Recognizance, or any Examination, or otherwise to exercise his Authority in any Matter that shall happen within the County where he is in Commission; neither can he cause one to be brought before him out of the County where he is in Commission, into the other County; but in Case of a Robbery, the Person robbed frequently makes Oath of the Robbery before a Justice of Peace of the County while he resides in London, and such Oath is held sufficient to satisfy the Statute,

8 *OBSERVATIONS on the COMMISSION.*

Statute, if the Justice have his principal Residence in the County.

For this see the 9 G. c. 7. whereby it is enacted, That if a Justice for any County at large shall dwell in a City that is a County of itself, and within the County at large for which he shall be appointed a Justice, though not within the same County, he may grant Warrants, take Examinations, &c. at his own Dwelling house, (though it be out of the County where he is authorised to act as a Justice, and in some City or Precinct adjoining that is a County of itself) and such Acts of the Justice and of the Peace Officers in Obedience to any such Warrants shall be good in Law, tho' it happen to be out of his Limits: Provided that nothing in the Act shall give Justices of the County power to hold their Quarter-Sessions in Cities that are Counties of themselves; nor Peace Officers of the Counties at large to intermeddle in any Matters arising within such Cities or Towns.

It is a Rule, that whatever one Justice of Peace alone may do in the Execution of his Office, the same may be done by two or more Justices: but where the Law gives Authority to two, there one alone is excluded: Nevertheless, where a Statute appoints a Thing to be done by two Justices of the Peace, or more, if the Offence be against the Peace, upon Complaint made thereof to any one Justice of Peace, he may grant his Warrant to arrest the Offender, and bring him before him or any other Justice of the Peace to find Sureties for his appearance at the next General Sessions to answer such Offence, or he may bind the Offender to his good Behaviour, at his Discretion.

There seems to be a general Rule established in *Stradling's Case*, *Plowden* 206. That when a Thing is appointed by a Statute to be done by or before one certain Person, such Thing cannot be done by or before another, but ought to be done as the Statute appoints, and by an express Designation of one, or Power given to one certain Person, all others are excluded.

excluded. At the Request of another, a Justice of Peace may command the Surety of the Peace, and may grant his Warrant for it; but he ought first to take an Oath of the Party to this Purrrpose, (*viz.*) That he standeth in Fear of his Life, or of some bodily Hurt to be done to himself, or of having his Houses burnt, and that he doth not crave the Peace for any private Malice or Vexation, but of Fear, and for the needful Safety of his Person or Houses. And if any Man is threatened to be hurt, that is, to be beaten, wounded, maimed or killed, he may have the Surety of the Peace against the Person so threatening; and so if he has any substantial Reason to fear any Hurt to his Person by another, or that his House would be burnt.

But where one is in Fear that another will hurt his Servants or Cattle, Surety of the Peace shall not be granted; nor shall it be granted in any Case but where there is a Fear of some present or future Danger, and not merely for a Battery or Trespass, or a Breach of the Peace that is past; for these the Party wronged may have his Action, or punish the Offender by Indictment.

And if the Justice of Peace observe, that the Surety of the Peace is demanded merely of Malice or Vexation, without any just Cause, he may safely deny it; but if a Man will take his Oath that he is in Fear where there is no Fear, this Oath will discharge the Justice; and if the Justice apprehends that the Party craved the Peace only out of Malice, or for Vexation, he may bind him to his Good Behaviour, if he sees fit.

A Nobleman cannot be compelled to give Sureties for the Peace, by a Justice of Peace; but Surety of the Peace may be granted by a Justice against all other Lay Persons, under the Degree of a Baron; and Ecclesiastical Persons, if they are not attending Divine Service, may also be arrested for the Peace, and shall be bound with Sureties; and one Justice may grant his Surety against his Fellow Justice, or may demand
Surety

Surety of the Peace at the Hands of his Fellow Justice against another Man.

A Wife may demand Surety against her Husband if he threaten to kill her, or beat her outrageously, or if the Wife have any sufficient Cause to fear he will do so: and the Husband, for the like Causes, may demand sufficient Sureties of the Peace against his Wife.

An Infant under fourteen may demand Sureties of the Peace, and Sureties of the Peace may be demanded against him: but an Infant of a Feme Covert cannot be bound by themselves, but by their Sureties only; and if they cannot find Sureties, they shall be committed to Prison till they do find them.

If the Warrant be made in the common Form, directing the Officer to cause the Party complained of to come before some Justice of Peace, to find sufficient Surety, &c. and if he shall refuse so to do, to convey him immediately to Prison without expecting any further Warrant, until he shall willingly do the same, &c. The Officer who serves it, before he makes any Arrest, ought first to require the Party to go with him, and find Sureties according to the Purport of the Warrant; but upon his Refusal to do either, he may carry him to the Gaol by Force of the same Warrant, without more.

If the Warrant specially direct, that the Party should be brought before the Justice who made it, the Officer ought not to carry him before any other: But if the Warrant be general, to bring him before any other Justice of Peace, &c. the Officer has the Election to bring him before any Justice he pleases, and may carry him to Prison for refusing to find Surety before such Justice.

Every Warrant must be under the Hand and Seal of the Justice; and if it issues out for the Peace or Good Behaviour, it must contain the special Matter, as hath been observed already.

One or more Justices of the Peace cannot, upon a bare Surmise, grant a Warrant a break open a Man's House

House to search for a Felon or stolen Goods, 4 *Inst.* 176, 177. But for Breaches of the Peace, Doors may be broken open to apprehend an Offender.

After Examination of a Felon, and Information taken of those who bring him, the Justice must commit such Felon to Gaol, or bail him if he be bailable; but then there must be two Justices together, and one of them of the *Quorum* (if he is bailed.) And the Justice must bind by Recognizance the Informers, and all such as do declare any Thing material to prove the Felony, to appear and give Evidence against the Felon at the next General Gaol-delivery to be holden within the County, City or Town Corporate, where Trial of the said Felony shall be. 2 *P. & M.* c 10.

If the Justice of Peace shall not certify such Examinations and Informations to the next Gaol-delivery, or if the Justices of Peace shall not certify his Bailment, or shall not bind over the Informers to appear, and to give Evidence against the Felon at the next General Gaol-delivery, as aforesaid, the Justices of the Peace shall be fined for every such Default or Offence, at the Discretion of the Justices of Gaol-delivery.

But if it be for Petty Larceny or other small Felonies, determinable at the Sessions, the Justices of Peace may bind over the Informers, and may certify the Examinations and Informations to the next Quarter Sessions of the Peace.

The Power and Authority of the Justices of the Peace, as well by the said Commission as by the Statutes, is in some Cases ministerial, and in others judicial; ministerial when he is thereunto commanded by an higher Authority; judicial when he acts by his own Discretion; which Discretion, if justly observed without Fear or Favour, or any Bias or Tendency to Popularity, Parish Elections or Self-Interest, how worthy such a Magistrate: On the contrary, if exercised partially, unjustly, with Tyranny, Violence or Oppression, how unworthy such a Mortal.

The

12 *OBSERVATIONS on the COMMISSION.*

The Power of a Justice of Peace may be determined,
1. By a Discharge under the Great Seal. 2. By a *Superseas*. 3. By granting a new Commission of which those who are left out must take Notice after Publication thereof at the Sessions. 4. By an Accession to a new Office, as by being made Sheriff or Coroner: And lastly, by the Demise of the King or Queen; but by the first, *Ann. c. 8.* All Officers, Civil and Military, are authorized to continue to act in their several Offices and Employments for six Months after such Demise, unless sooner discharged by the Successor.

The OATH of a JUSTICE of PEACE concerning his OFFICE.

YOU shall swear, that in the Office of a Justice of Peace, in and for the County of *Bedford*, in all and every the Articles in his Majesty's Commission enjoined and to you directed, you will do equal Right to the Rich and Poor after your Cunning, Wit and Power, and after the Laws and Customs of the Realm, and Statutes thereof made. You shall not be of Council to any Person in any Quarrel depending before you. You shall hold your Sessions according to the Directions of the Statutes in that Case made; and the Issues, Fines and Amercements that shall happen to be made, and all Forfeitures which shall fall before you, you shall cause to be entered without any Concealment, (or embezzelling) and truly send and account for them to the King's Exchequer. You shall not spare any one for Gift or other Cause, nor take any Thing for your Office of Justice of the Peace to be done, but the Fees and Allowances accustomed and fixed by Acts of Parliament. You shall not direct, nor cause to be directed, any Warrant by you to be made, to the Parties themselves, but to the Bailiffs and Constables, &c. of the said County, or other the King's Officers or indifferent Persons, to execute the same; and in all Things you shall well and truly do and execute the Office of a Justice of the Peace.

So help you God.

APPREN-

APPRENTICES.

Warrant to bring a disorderly Apprentice and his Master before a Justice.

Bed. ff. *To the Constables of Potton in the said County of Bedford.*

WHEREAS Complaint hath been made before me by *Thomas Palmer* of *Potton* aforesaid, Taylor, that *John Orsbourn*, now an Apprentice to him, is a stubborn and disorderly Servant, and doth very much misbehave himself towards his said Master: These are therefore, in his Majesty's Name, to command you to bring both the said Master and his Apprentice before me or some other of his Majesty's Justices of the Peace for this County, to be examined concerning the Premises, and that such Order and Direction may be taken therein, as to Justice shall appertain. Given under my Hand and Seal, &c.

Warrant to apprehend an Apprentice for leaving his Master.

To the Constable, and so forth.

County of } WHEREAS A. B. of ——— hath
A. to wit. } this Day made Complaint upon
Oath unto me, that C. D. his Apprentice, hath ab-
Y sented

sented from him and his Service contrary to Law, and to the great Detriment of him the said A. B. These are therefore, in his Majesty's Name, to command you to make diligent Search for the said C. D. within your Limits, and apprehend him if there to be found, and to bring him before me, or some other Justice of the Peace for this County, to answer the Premises, and to be dealt with according to Law. Given, and so forth.

Warrant on the Complaint of an Apprentice.

Bed. ff. *To the Constables of Southill in the said County of Bedford.*

WHEREAS Complaint hath been made before me, by *Robert Johnston*, Apprentice to *Robert Newton* of the Parish of *Southill* in the County of *Bedford*, Weaver, that the said *Robert Newton* doth not allow unto his said Apprentice sufficient Meat, Drink and Apparel, but hath often immoderately corrected him without any just Cause, &c. These are therefore in his Majesty's Name, to command you to bring forth the said Master and his Apprentice before me, or some other of his Majesty's Justices of the Peace for this County, to be examined concerning the Premises, and that such Order and Direction may be taken therein as to Justice shall appertain. Given under my Hand and Seal, &c.

Discharge of an Apprentice.

Bed. ff. **W**E whose Hands and Seals are hereunto set, two of his Majesty's Justices of the Peace for the County aforesaid, having heard and examined the Matter in Difference between *Robert Johnston* an Apprentice, and *Robert Newton* of *Southill* in the County aforesaid, Weaver, his Master; and it appearing to us that the said *Robert Newton* hath not allowed his said Apprentice sufficient Meat,

Meat, &c. and hath several Times beaten him very immoderately, without any just Occasion ; We do therefore, for the Causes aforesaid, discharge the said *Robert Johnston* from his said Apprenticeship, and do hereby, under our respective Hands and Seals, pronounce and declare, that the said *Robert Johnston* is discharged from being any longer an Apprentice to his said Master. Witness our Hands and Seals, &c.

ARTIFICERS.

Warrant to apprehend an Artificer going to leave the Kingdom.

Bed. ff. *To the Constables of Dunstable in the said County of Bedford*

WHEREAS Complaint hath been this Day made before me, that *Adam Baker* of your Parish hath contracted, or is preparing to go out of his Majesty's Dominions, to exercise his Art or Trade of a Clockmaker, and teach it to Foreigners, contrary to the Statute in that Case made : These are therefore in his Majesty's Name, to command you to apprehend the said *Adam Baker*, and bring him before me or some other of his Majesty's Justices of the Peace for this County, to answer the said Complaint, and be proceeded against according to Law. Given under my Hand and Seal, &c.

Offender to be bound over to the Assizes or Quarter Sessions.

BARRETRY.

A Barretor is a common Stirrer up or Maintainer of Suits or Quarrels in Courts, or in the Country.

An Indictment for Barretry.

Bedford, **T**HE Jurors for our Sovereign Lord (to wit.) the King upon their Oath present, That A. B. of C. in the said County of *Bedford*, Gent. on the 29th Day of *October* in the 27th Year of the Reign of his present Majesty King *George* the Second, at C. aforesaid in the said County, was and yet is a common Barretor, and a continual Disturber of the Peace of our said Sovereign Lord the King; and also on the Day, Year and Place above-mentioned, was and yet is a common Slanderer, Railer, Fighter and Sower of Discord among his Neighbours, so that he hath procured and caused divers Suits and Quarrels then and there, and elsewhere in the County aforesaid, among divers Subjects of our Lord the King, to the great Contempt of our Sovereign Lord the King, and to the bad Example of other Offenders, and against the Peace of our said Sovereign Lord the King, his Crown and Dignity.

BASTARDY,

IS an Offence against the Spiritual and Common Law, and punishable in both.

Examination of one with Child of a Bastard.

Bed. ff. **T**HE Examination of *Ann Bell*, single Woman, taken before me one of his Majesty's Justices of the Peace for the said County, this thirtieth Day of *January*, 1754.

This

This Examinant, upon her Oath deposeth and saith that she is a hired Servant to *Edward Brown* of *Potton* in the said County of *Bedford*, Cordwainer, at the Yearly Wages of three Pounds, and has continued in her said Service from the first Day of *January*, 1750 to this Time: And further saith, that in the Month of *July* last, as she this Examinant was making one of her Masters Beds in a Back-room, one *George Hill*, Barber, living next Door to her said Master's House, came into the said Back-room to her, no other Person being present, and promising great kindness to her, prevailed with her, and then had the carnal Knowledge of her Body, once on the said Bed, and has had the same three several Times since, and at one of the said Times, he the said *George Hill* got her with Child of the Bastard with which she is now pregnant, and near the Time of her Delivery: And this Examinant farther deposeth, that the said *George Hill*, and no other Person, is the true Father of the said Bastard with which she is now pregnant as aforesaid.

Sworn, &c.

Mittimus of the Mother of a Bastard to the House of Correction.

Bed. ff. *To the Constables of Potton in the said County of Bedford, and to the Keeper of the House of Correction in and for the said County.*

WHEREAS *Ann Bell* of *Potton* aforesaid, single Woman, hath lately been delivered in the said Parish of a Female Bastard Child, yet living and chargeable to the said Parish, and likely so to continue: These are therefore, in his Majesty's Name, to require and authorise you the said Constables, and either of you, to apprehend the said *Ann Bell*, and her safely to convey to the House of Correction aforesaid, and to deliver her to the Keeper thereof, together with this Precept: And you the said Keeper

are hereby required to receive the said *Ann Bell* into your Custody, and there to punish her, and to set her at Work, for and during the Space of one whole Year next ensuing, according to the Form of the Statute in that Case made and provided: And hereof fail not at your respective Perils. Given under our Hands and Seals, &c.

Warrant to apprehend the reputed Father of a Bastard Child.

Bed. ff. *To the Constables and Headborough of the Parish of Potton in the said County of Bedford.*

WHEREAS on the Examination of *Ann Bell*, single Woman, taken this Day before me on Oath, it appears that she is now with Child of a Bastard, which when born, is likely to become chargeable to the said Parish of *Potton*: And whereas on the Examination of the said *Ann Bell* on Oath before me, she the said *Ann Bell* did charge *George Hill* of *Potton* aforesaid, Barber, to have begotten the same: These are therefore, in his Majesty's Name, to require and authorize you and every of you, to apprehend the said *George Hill*, and bring him before me or some other of his Majesty's Justices of the Peace, to be examined concerning the Premisses, and to be farther dealt with according to Law. Given under my Hand and Seal, &c.

Another Examination of a Woman with Child of a Bastard.

County of } The Examination of A. B. of ———
D. to wit. } single Woman, taken upon Oath before me C. D. Esq; one of his Majesty's Justices of the Peace for the said County, the — Day of ——— 17 ———

THE

THE said A. B. being duly sworn upon the Holy Evangelists, and examined, saith, that on or about the — Day of — last past, and at several other Times, E. F. of — had carnal Knowledge of her Body, and did beget her with Child, and that she is now with Child by the said E. F. which Child, when born, will be a Bastard.

Sworn and examined, the Day A. B.
and Year above-mentioned
before me, C. D.

Another Examination of a Woman with Child of a Bastard.

County of } The Examination of A. B. of —
— to wit. } single Woman, taken upon Oath before
me C. D. Esq; one of his Majesty's Jus-
tices for the said County, the — Day
of — in the Year of our Lord 17—

THIS Examinant saith, that on or about the — Day of — last past, and on or about the — Day of — then following, one E. F. (who was then a Fellow-Servant with this Examinant at the House of one Mr. G. H. of — in the County aforesaid) and at several other Times had carnal Knowledge of her Body, whereby she, this Examinant, is now big with Child; and this Examinant farther saith, that no other Person besides the said E. F. had ever any carnal Knowledge of her Body, and that he the said E. F. is the only Father of the said Child.

A. B.
Sworn before me, the Day
and Year aforesaid. C. D.

Mittimus

Mittimus of the reputed Father to the Gaol, for want of Sureties.

Bed. ff. *To the Keeper of his Majesty's Gaol in and for the said County of Bedford, or to his Deputy there, and to the Constables of the Parish of Potton in the said County.*

WHEREAS *James Langford* of *Potton* aforesaid, Labourer, was brought before me this Day, and charged by *Ann Farmer* of *Potton* aforesaid, single Woman, to have gotten her with Child, which Child, when born, will be a Bastard: And whereas the said *James Langford* hath refused to find Security for his Appearance at the next General Quarter-Sessions of the Peace, to be held for the County, to answer unto the said Charge: These are therefore, in his Majesty's Name to require and authorise you the said Constables, and either of you, to take the said *James Langford*, and convey him to the said Gaol: And you the said Keeper are hereby required to receive the said *James Langford* into your Custody and him safely to keep in your said Gaol, until he shall be thence delivered by due Course of Law. Given under my Hand and Seal, &c.

Warrant to bring the reputed Father and Mother and Witnesses before Justices.

Bed. ff. *To the Constables of Potton in the said County of Bedford.*

WHEREAS *Ann Farmer* of *Potton* aforesaid, single Woman, hath lately been delivered of a Male Bastard Child, yet living and likely to be chargeable to the said Parish of *Potton*: And whereas the said *Ann Farmer* hath charged *James Langford* of *Potton* aforesaid to have begotten the said Child on her Body: These are therefore, in his Majesty's Name,
to

to require and authorise you to bring the said *James Langford* before us, on *Wednesday* the 25th of this instant *September*, at Ten of the Clock in the Morning of the same Day, at the House of *John Greatrex* in *Potton* aforesaid, Innkeeper, to be examined concerning the Premises, and that you give Notice to the said *Ann Farmer* of the Time and Place aforesaid, that she may be there also present, and that you likewise give Notice to *Mathew Adams*, Carpenter, and *Samuel Williams*, Shoemaker, both of *Sutton* in the said County of *Bedford*, that they appear at the Time and Place aforesaid, to testify what they know concerning the Premises, to the End that such Order may be made therein as to Justice doth appertain; and that you certify unto us what you have done in the Execution of this Precept, at the Time and Place aforesaid. Given under our Hands and Seals, &c.

Order of two Justices for the Maintenance of a Bastard. [As practised in England.]

Bed. ss. **T**HE Order of *Henry Johnston* and *Robert Bigg*, Esqrs; two of his Majesty's Justices of the Peace for the said County, and both now residing within the Limits where the Parish Church of *Potton* in the County aforesaid standeth, the 25th Day of *September*, in the Year of our Lord 1753, concerning a Male Bastard Child, lately born in the said Parish of *Potton*, of the Body of *Ann Farmer* of *Potton* aforesaid, single Woman, which Bastard Child, ever since its Birth, hath been and is still chargeable to the said Parish, and is likely so to continue.

First, upon Examination of the Cause and Circumstances of the Premises, taken upon Oath before us, and due Consideration thereof, we do adjudge *James Langford* of *Potton* aforesaid, Labourer, to be the putative Father of the said Bastard Child: And we do also order, that as well for the Relief of the said Parish of *Potton* in Part, as also for the Provision and Maintenance

Maintenance of the said Bastard Child, that he the said *James Langford* shall weekly, and every Week from the Time of the Birth of the said Child, and so long as the same shall or may be chargeable to the said Parish of *Potton*, pay or cause to be paid to the Church-Wardens or Overseers of the Poor of the Parish of *Potton* aforesaid for the Time being, the Sum of 2s. for and towards the Maintenance of the said Child. And farther we do hereby order that the said *Ann Farmer* shall every Week, for so long Time as the said Child shall be chargeable as aforesaid, and she shall not keep the same, pay or cause to be paid to the Church-Wardens or Overseers of the Poor of the said Parish of *Potton* for the Time being Six-pence for and towards the farther Maintenance of the said Child. And lastly, we order that the said *James Langford* do, upon Sight of this our Order forthwith give sufficient Security to the Church-Wardens and Overseers of the Poor of the Parish of *Potton* aforesaid, well and truly to perform so much thereof as doth concern the said *James Langford*, and which on his Part, is hereby ordered to be done and performed. Given under our Hands and Seals, &c.

Warrant to apprehend a Woman, on Suspicion of having murdered her Bastard Child.

To the Constables of the Parish of ———

County of } WHEREAS C. D. of — hath
— to wit. } this Day been before me, and
made Information upon Oath, 'That A. B. of your
Parish hath had a Bastard Child, lately born alive of
her Body, and that the said Child is now dead; and
the said A. B. is very much suspected to have murdered
the same: These are therefore in his Majesty's
Name to command you, that immediately, upon
Sight hereof, you do apprehend and bring the said
A. B. before me, or some other Justice of the Peace
of the said County, to answer to all such Matters, as
on

on the Behalf of his Majesty, shall be objected against her touching the Premises; and you are likewise hereby required to make the utmost Search, for Discovery of the Truth of the Premises, and to bring before me, or some other Justice of the Peace, for this County, all such Persons as can give any Information therein: and hereof fail not at your Perils. Given, and so forth.

Condition to indemnify the Parish.

THE Condition of this Obligation is such, That whereas *Mary Brown* of *Potton* aforesaid, single Woman, hath of late been delivered of a Male Child, within the Parish of *Potton*, of which Child the above-bound *William Bell*, according to Law, stands charged to be the reputed Father; if therefore the said *William Bell*, *Charles Bull* and *Edward Finch*, or any of them, their or any of their Heirs, Executors, Administrators or Assigns, do from Time to Time, and at all Times hereafter, clearly and fully acquit, discharge and save harmless, as well the above-named *George Hill*, *John King*, *Thomas Austin* and *John Smith*, the Church-Wardens and Overseers of the Poor of the Parish of *Potton* aforesaid, and their Successors, for the Time being, as also all other the Inhabitants and Parishioners of the said Parish, which now or hereafter shall be (for the Time being) and every of them, of and from all and all Manner of Costs, Charges, Trouble and Incumbrances whatsoever, for or by reason of the Birth, Education, Maintenance, Nourishing and Bringing up of the said Child, and of and from all other Actions, Suits, Charges, Troubles and Demands, whatsoever, touching or concerning the same; That then this present Obligation to be void and of none Effect, or else to remain in full Force.

Warrant

Warrant to apprehend one for having a Bastard born.

Bed. ff. *To the Constables of the Parish of Potton in the said County of Bedford.*

WHEREAS Complaint hath been made before me by *Stephen Wellstead*, Church-Warden of the Parish of *Potton* aforesaid, and *Henry Rugely* Overseer of the Poor of said Parish, that *Mary Nichols*, single Woman, hath been delivered of a Male Bastard Child in your said Parish, which is likely to become chargeable to the same: These are therefore in his Majesty's Name, to require and authorise you, and either of you, to bring the said *Mary Nichols* before me, or some other of his Majesty's Justices of the Peace to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

BAWDY-HOUSES,

Warrant to apprehend a Person keeping a House of ill Fame.

Bed. ff. *To the Constables of Biggleswade in the said County of Bedford.*

WHEREAS Complaint hath been made before me, that *John Driver* of your said Parish keeps a Public House of ill Fame, and that lewd Women frequently resort thither with Men of dissolute Lives, to the great Encouragement of Vice and Debauchery: These are therefore, in his Majesty's Name, to require and authorise you to bring the said *John Driver* before me, or some other of his Majesty's Justices of the Peace for this County, to answer the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c. *An*

An Indictment for keeping a Bawdy-House.

Bedford, } **T**HE Jurors for our Sovereign Lord the
to wit. } King upon their Oath present, That
A. B. of, &c. (on such a Day and Year) and at divers
Times before and afterwards, at C. in the County of
Bedford afore said, frequents, holds and keeps in his
House there common Bawdy-House Entertainments
for Luxury and Fornication, and permits Men and
other suspected Persons, and not of good Behaviour
and Fame, carnally to lie with Whores, to the great
Detriment of the People of our Sovereign Lord the
King dwelling near there, and to the bad Example
of all other Offenders in such Case, and against the
Peace of our said Sovereign Lord the now King, his
Crown and Dignity.

B E H A V I O U R.

A Warrant for the good Behaviour.

Bedford, } **W**HEREAS I am credibly informed,
to wit. } that A. B. of C. in the said County
is a Person of a lewd Life and Conversation (place the
Offence) and a common Disturber of the Peace :
These are therefore to command you forthwith to
bring the said A. B. before me or some other Justice
of the Peace for this County, to answer unto such
Matters as shall be objected against him by C. D. of,
&c. and also that you require him the said A. B. to
bring sufficient Securities for his good Behaviour, un-
til the next general Quarter Sessions of the Peace to
be held at, &c. And hereof fail not at your Peril.
Given under my Hand and Seal. Day of, &c.

Z

The

The Recognisance for the good Behaviour.

Bedford, **B**E it remembered, that on the Day to wit. **B** of, &c. A. B. of C. in the said County, Yeoman, and E. F. of, &c. and G. H. of, &c. came before us, J. K. and L. M. Esqrs. two of the Justices of our said Lord the King, assigned to keep the Peace in the said County of *Bedford*, and in their proper Persons acknowledged themselves to owe to our said Lord the King, in Manner and Form following, that is to say, the aforesaid A. B. in 40l. and the said E. F. and G. H. each in 20l. of good and lawful Money of this Realm, to be respectively levied of their Goods and Chattels, Lands and Tenements, to the Use and Behoof of our said Lord the King, if the aforesaid A. B. be deficient or make Default in the Performance of the Condition under written.

*Taken and acknowledged the
Day and Year above writ-
ten, before us*

J. K.
L. M.

The Condition of this Recognisance is such, That if the above-bounden A. B. shall personally appear at the next General Quarter Sessions of the Peace to be holden, &c. to do and receive what shall be then and there enjoined him by the Court; and in the mean Time that he be of good Behaviour towards our said Sovereign Lord the King, and all other the People of this Kingdom; that then this Recognisance is to be void, or else to be and remain in full Force and Virtue.

An Oath whereupon the following Warrant may be granted.

YOU shall swear that you are in Fear of Life, or of some bodily Hurt to be done or procured to be done to you by C. D. and that you do not require the Peace of him for any Malice, Vexation, or Revenge, but for the Causes aforesaid.

THE WARRANT.

*To the Constable of and to the Keeper
of, &c.*

Bedford, } **W**HEREAS A. B. of hath this
to wit. } present Day made Oath before me,
that he is afraid that C. D. of will beat,
wound, maim or kill him, and hath therefore prayed
Sureties of the Peace against him: these are there-
fore to command you to cause the said C. D. to
come before me or some other Justice of the Peace,
for this County, to find sufficient Security, as well
for his personal Appearance at the next General
Quarter Sessions to be holden, &c. then and there to
abide and do what shall be enjoined him by the said
Court; as also in the mean Time to keep the Peace,
and especially towards the said A. B. and if the said
C. D. shall refuse so to do, that then you convey
him to the Gaol aforesaid, and deliver him safe to
the Keeper thereof; Commanding you the said
Keeper to receive the said C. D. into your Custody,
and him there to keep until he shall find such Secu-
rity as aforesaid.

If the Parties should afterwards agree, the following Release may, upon Application to the Justice of Peace, be written under the Condition of the Recognisance.

BE it remembered, that the aforesaid A. B. came before me E. F. Esq. on the 29th Day of this Instant *October*, in the 25th Year of his present Majesty's Reign, and did, as much as in him lay, freely release the aforesaid Security of the Peace, formerly desired by him as above mentioned, against the above bounden C. D. In witness whereof I have hereunto set my Hand and Seal the Day and Year above written.

B I G A M Y

IS prohibited by the Statute of the 1 *Jac. c. 11.* by which it is Felony to marry a second Husband or Wife, the first being then alive.

An Indictment for Bigamy.

Bedford, } **T**HE Jurors for our Sovereign Lord
to wit. } the King upon their Oath present,
that A. B. late of, &c. on the Day of
in the Year, &c. at *Bedford* in the County
aforesaid, married one C. D. Spinster, and that the
said A. B. afterwards, to wit, on the Day of
in the Year, &c. feloniously married
one E. F. Spinster, the said C. D. his former Wife,
then and there being alive and in full Life, to wit, at
Bedford aforesaid in the said County, against the
Peace of our said Sovereign Lord the now King, his
Crown and Dignity, and also against the Form of
the Statute in that Case made and provided.

BRIDGES

BRIDGES

A Warrant for repairing a Bridge suddenly decayed.

To G. H. and I. K. of ———

County of *Dublin*, } **W**HEREAS the Bridge of
to wit. } *A.* in the County afore-
said, which ought to be repaired by the said County
is now damaged, and out of Repair; and it appears
by Affidavit made before us, A. B. and C. D.
Esquires, two of his Majesty's Justices of the Peace
for the County aforesaid, and subscribed by E. F. and
G. H. two credible Persons who live in the Neigh-
bourhood of the said Bridge, and have viewed the
same, that the said Damage has happened since the
last Quarter Sessions held for the said County, and that
the Repair of the said Bridge cannot be delayed to the
next Quarter Sessions to be holden for the said County,
without Prejudice to the said County; We therefore
according to the Statute in this Case made, do hereby
appoint the Sum of five Pounds to be laid out forth-
with, for the Repair of the said Bridge; and we do
also hereby appoint you the said G. H. and I. K. to
repair the same. Given under our Hands and Seals,
(and so forth.)

BUTTER.

Warrant to levy the forfeiture for mixing old Butter
with new.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
D. to wit, } proved before me this Day upon
Oath, by A. B. of ——— that C. D. of ———
did, on *Wednesday* last, being the second Day of this
Z 3 Instant

Instant *August*, at *K.* in the County aforesaid, expose to Sale to *E. F.* of ——— two Casks of Butter mixed with old and new Butter, [*or worked up with Bay-Salt instead of White, and so forth, as the Case is*] contrary to the Form of the Statute in that Case made and provided; by Reason whereof the said *C. D.* hath forfeited the Sum of ten Shillings for every Hundred Weight of Butter in the said Casks; and it hath also been proved before me this Day by the Oath of the aforesaid *A. B.* that there was in the said two Casks, two hundred Weight of Butter; wherefore the said Forfeiture in the whole comes to the Sum of twenty Shillings: These are therefore in his Majesty's Name, to command you forthwith to levy the said Sum of twenty Shillings, on the Goods and Chattels of the said *C. D.* by Distress and Sale thereof, rendering the Overplus, if any be; and that you pay one Moiety thereof to the Church Wardens of the Parish of ——— [*where the Offence was committed*] for the Use of the Poor of their said Parish, and the other Moiety to the said *A. B.* who informed me of the said Offence: Hereof fail not. Given, and so forth.

Warrant to levy the Penalty for selling Casks of Butter at other Tare than is branded.

To the Constable of ———

County of } **W**HEREAS *A. B.* of *C.* in the
A. to wit. } County aforesaid, hath this present Day been duly convicted before me upon Oath, for that he did on *Wednesday* last, being the second Day of this Instant *August*, at *K.* in the said County, sell unto *D. E.* of ——— twenty Casks of Butter, at greater or other Tare than was branded on the said Casks, [*as the Case is*] contrary to the Statutes in that Case made and provided; by Reason whereof, the said *A. B.* hath forfeited the Sum of Ten Pounds: These are therefore, in his Majesty's Name, to require
you

you forthwith to levy the said Sum of ten Pounds on the Goods and Chattels of the said A. B. by Distress and Sale thereof, rendering the Overplus, if any be, and that you pay one Moiety thereof unto the said D. E. who informed me of the said Offence, and the other Moiety to the Church Wardens of the Parish of K. aforelaid, for the Use of the Poor of their said Parish. Hereof fail not. Given, and so forth.

Warrant to levy the Forfeiture on a Weigh-Master branding Casks not made according to Law.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
A. to wit. } proved before me this Day upon
Oath, that A. B. of C. in the County aforelaid, a
public Weigh-Master, did, on the second Day of
this instant *August*, at C. aforelaid, weigh and brand
four Casks for packing Butter, not made and branded
according to Law, whereby he hath forfeited the Sum
of twenty Shillings for each Cask, wherefore the whole
Forfeiture comes to four Pounds: These are there-
fore [*as in the foregoing Warrant.*]

Warrant to levy the Forfeiture for having more or
less than twelve Hoops on a Tallow Cask.

*To the Constable of ——— and to the Keeper of his
Majesty's Gaol at K.*

County of } **F**ORASMUCH as it hath been this
— to wit. } Day duly proved before me upon
Oath, that A. B. of C. in the County aforelaid, did
on the second Day of this instant *August*, at C. afore-
said, sell [*or expose to Sale, or export, or attempt to
export*] one Cask of Tallow, whereon there were
more [*or less*] than twelve Hoops, [*or, whereon the
Person's Name and Place of Abode, that made up the
Tallow was not branded*] contrary to the Form of
the

the Statute; whereby he hath forfeited the Sum of five Shillings: These are therefore, in his Majesty's Name, to command you forthwith to levy the said Sum of five Shillings on the Goods of the said A. B. by Distress and Sale thereof rendering the Overplus; and that you pay one Moiety thereof to C. D. of C. aforesaid, who informed me of the said Offence, and the other Moiety to the Church-Wardens of the Parish of C. aforesaid, [*where the Offence was committed*] for the Use of the Poor of the said Parish; and if no sufficient Distress can be had, you are to take and apprehend the said A. B. and deliver him safely to the Keeper of his Majesty's Gaol at K. in the County aforesaid, to be kept there for ten Days; and you the said Keeper, are hereby required to receive the said A. B. and to keep him safely in your Custody, during that Time. Hereof fail not. Given, and so forth.

Warrant to levy the Forfeiture for buying Casks not branded by a Weigh-Master.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me this Day upon
Oath that A. B. of C. in the County aforesaid, did,
on the second Day of this instant *August*, at C. aforesaid, buy of C. D. of E. in the said County, three Barrels or Casks for packing of Butter, not weighed and branded by any public Weigh-Master, contrary to the Form of the Statute; whereby he hath forfeited the Sum of five Shillings for each Cask, wherefore the whole Forfeiture comes to fifteen Shillings: These are therefore, in his Majesty's Name, to command you, forthwith to levy the said Sum of fifteen Shillings on the Goods of the said A. B. by Distress and Sale thereof, rendering the Overplus; and that you pay one Moiety thereof to E. F. of C. aforesaid, who informed me of the said Offence, and the other
to

BUTTER and TALLOW. 33

to the Church-Wardens of the Parish of C. aforesaid for the Use of the Poor of the said Parish. Hereof fail not. Given and so forth.

The like Warrant, *mutatis mutandis*, for selling Casks not branded.

Warrant to levy the Forfeiture for a Weigh-Master's marking Casks falsely.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me this Day upon
Oath that A. B. of C. in the County aforesaid,
Weigh-Master, [*or Deputy Weigh-Master*] did, on
the second Day of this instant *August*, at C. aforesaid,
falsely mark ten Casks, as containing more [*or less*]
than the true Weight, contrary to the Form of the
statute, whereby he hath forfeited the Sum of ten
Shillings for every Cask, wherefore the whole For-
feiture comes to five Pounds: These are therefore
(*as in the last Warrant.*)

Warrant to levy the Forfeiture for making up Tal-
low in Casks not branded.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved upon Oath, that A. B. of
C. in the County aforesaid, did on the second Day
of this instant *August*, at C. aforesaid, make up one
Cask of Tallow, and expose the same to sale [*or at-
tempt to export it*] in a Cask not branded by a public
Weigh-Master, contrary to the Form of the Statute,
whereby he hath forfeited the Sum of ten Shillings :
These are therefore, [*as in the foregoing Warrant.*]

Warran^c

Warrant for levying the Forfeiture for buying Casks of Tallow or Butter for Exportation, not being weighed and branded by the Weigh-Master of the Place.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me this Day, upon
Oath, that A. B. of C. aforesaid, did on the second
Day of this instant *August*, at C. aforesaid, buy two
Casks of Tallow [*or Butter*] for Exportation, with-
out being weighed and branded by the public Weigh-
Master of the said Place, contrary to the Form of
the Statute, whereby he hath forfeited the said Tal-
low [*or Butter*] These are therefore in his Majesty's
Name, to command you forthwith to seize the said
two Casks of Tallow [*or Butter*] and to sell the same
for the most you can get, and to pay one Moiety of
the Money arising thereby, unto C. D. of C. aforesaid, who informed me of the said Offence; and the
other Moiety to the Church-Wardens of the Parish of
C. aforesaid, for the Use of the Poor of the said Pa-
rish: Hereof fail not. Given, (and so forth.)

Warrant to levy the Forfeiture, for packing Butter
or Tallow in Casks, that had been marked, with-
out weighing the same a-new.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me, this Day, upon
Oath, that A. B. of C. in the County aforesaid, did,
on the second Day of this instant *August*, at C. aforesaid, pack up Butter [*or Tallow*] in a Cask, which
had been formerly tried, marked, and emptied, with-
out weighing, marking, and branding the same a-new,

contrary

contrary to the Form of the Statute, whereby he hath forfeited the Sum of ten Shillings: These are therefore in his Majesty's Name, to command you, forthwith to levy the said Sum of ten Shillings on the Goods of the said A. B. by Distress and Sale thereof, rendering the Overplus; and that you pay one Moiety thereof to C. D. of C. aforesaid, who informed me of the said Offence; and the other Moiety to the Church-Wardens of the Parish of C. aforesaid, for the Use of the Poor of the Parish: Hereof fail not. Given, and so forth.

Summons to the Owner of Butter, seized as unmerch-
chantable.

To A. B. of ———

County of? } WHEREAS C. D. Weigh-Master
— to wit. } of the Town of E. in the Coun-
ty aforesaid, did, on the second Day of this instant
August, seize, and bring before me three barrels of
Butter [or Tallow, or Butter or Tallow Casks] as
appearing to him unmerchtable: These are there-
fore to inform you, that I intend to view and ex-
amine into the Quality of the said Goods on the —
Day of ——— at eleven of the Clock in the Fore-
noon, at my House, in ——— in the Presence of
two Merchants, and two other Persons, skilled in
such Commodities, where you may attend, if you
think fit, to see whether the said Goods will be con-
demned, or discharged. Dated this ——— Day
of ———.

Note, There must be ten Days between the Sum-
mons and the Day of Trial.

Summons

Summons to two Merchants, and two other Persons,
to view Goods seized.

To A. B. C. D.

County of } **W**HEREAS there hath been seized,
— to wit. } and brought before me three
Barrels of Butter [or Tallow, or Butter or Tallow-
Casks] as appearing unmerchantable: These are there-
fore to require you to meet me at my House, in —
on the — Day of — at Eleven of the Clock
in the Forenoon, to examine the said Goods, and to
give your Opinion, whether the same are Merchanta-
ble or not. Dated, (and so forth.)

Warrant to levy the Forfeiture, for not attending on
such Summons.

To the Constable of —

County of } **W**HEREAS on the — Day of
— to wit. } — I issued my Summons,
directed to A. B. and C. D. Merchants, and E. F.
and G. H. requiring them to appear at my House in
— on the — Day of — at Eleven of the Clock
in the Forenoon, to view and examine three Barrels
of Butter, [or Tallow, or Butter or Tallow-Casks]
seized and brought before me as unmerchantable;
and the said A. B. neglected to appear, although duly
summoned, as appeared to me upon Oath: whereby
the said A. B. hath forfeited the Sum of ten Shillings;
These are therefore in his Majesty's Name, to com-
mand you forthwith to levy the said Sum of ten Shil-
lings on the Goods of the said A. B. by Distress, and
Sale thereof, rendering the Overplus; and that you
pay the same to the Church-Wardens of the Parish
of — for the Use of the Poor of the said Parish:
Hereof fail not. Given, (and so forth.)

Warrant

Warrant to levy the Forfeiture on Coopers, for not branding Butter-Casks, or making Casks of Wood not allowed by Law.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me this Day upon
Oath, That A. B. of C. in the County aforesaid, Cooper, hath lately, at C. aforesaid, made ten Casks for packing of Butter, for Sale or Export, and did not brand on the said Casks the first Letter of his Christian Name, and his Sirname at length, and the Place of his Abode, as the Statute directs, [or made ten Casks for packing of Butter, for Sale or Export, of Wood not allowed of by Law] whereby he hath forfeited the Sum of five Shillings for each Cask; wherefore the whole Forfeiture comes to fifty Shillings: These are therefore, in his Majesty's Name, to require you forthwith to levy the said Sum of fifty Shillings on the Goods of the said A. B. by Distress, and Sale thereof, rendering the Overplus; and that you pay one Moiety thereof to C. D. of C. aforesaid, who informed me of the said Offence; and the other Moiety to the Church-Wardens of the Parish of C. aforesaid, for the Use of the Poor of the said Parish: Hereof fail not. Given (and so forth.)

Warrant to levy the Forfeiture on a Weigh-Master, for weighing and branding Butter-Casks, not made and branded by the Cooper, according to Law.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me this Day, upon
Oath, That A. B. Weigh-Master of C. in the County aforesaid, did, on the second Day of this Instant *August*, at C. aforesaid, weigh and brand ten Casks
A a for

for packing of Butter, not branded (or not made) by the Cooper, according to Law, whereby he hath forfeited the Sum of twenty Shillings for each Cask; wherefore the whole Forfeiture comes to ten Pounds; These are therefore (as in the next foregoing Warrant.)

Warrant to levy the Forfeiture for a Weigh-Master, branding Butter or Tallow-Casks with Numeral Letters.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me, this Day upon
Oath, that A. B. Weigh-Master of C. in the County
aforesaid, hath branded the Tare on three Tallow
[or Butter] Casks, by marking the same with Numeral
Letters, contrary to the Form of the Statute, where-
by he hath forfeited the Sum of five Shillings for each
Cask; wherefore the whole Forfeiture comes to fif-
teen Shillings: These are therefore (as in the fore-
going Warrant.)

Warrant to levy the Forfeiture on a Cooper, buying
Butter at the Weigh-House where he is employed.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me, this Day upon
Oath, That A. B. who is the Cooper [or who is]
employed at the Weigh-House, for weighing But-
ter and Tallow, in the Town of C. in the County
aforesaid, did on the second Day of this Instant, *Aug-
ust*, buy [*sell, contract, or treat for*] one Cask of
Tallow (or Butter) at the Weigh-House where he is
employed, contrary to the Form of the Statute,
whereby he hath forfeited the Sum of twenty Shil-
lings: These are therefore (as in the foregoing War-
rant.)

Warrant

Warrant to levy the Forfeiture on a Weigh-Master,
for buying Butter, Tallow or Hides.

To the Constable of ———

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me, this Day, upon
Oath, that A. B. Weigh-Master for the Town of
C. in the County aforesaid, did, on the second Day
of this Instant, *August*, at C. aforesaid, buy [*sell,*
contract, or treat for] one Cask of Tallow, [or But-
ter, or two green or salt Hides] at his Weigh-House
aforesaid, whereby he hath forfeited the said Goods:
These are therefore in his Majesty's Name to com-
mand you forthwith to seize the said Cask of Tallow
[or Butter, or the said two green or salt Hides] and
to sell the same for the most you can get; and to pay
one Moiety thereof to C. D. of C. aforesaid, who
informed me of the said Offence; and the other
Moiety to the Church-Wardens of the Parish of C.
aforesaid, for the Use of the Poor of the said Parish:
Hereof fail not. Given (and so forth.)

CARRIAGES.

Warrant to impress Carriages for his Majesty's
Service.

Bed. ff. *To the Constables of Biggleswade in the
said County of Bedford, and either of
them.*

THESE are in his Majesty's Name to require and
authorize you on the Sight hereof, to impress
one Waggon, with six able Horses, and two able Men
to drive the same, with Cart-Ladders, Ropes, and
other necessary Accoutrements, and to be at the Sun

Inn in *Biggleswade* aforesaid, on *Monday* next by six of the Clock precisely, there to receive the heavy Baggage of Colonel *Biggs*, to be thence conveyed to the Town of *Stevenage* in the County of *Hertford*; and hereof fail not at your Perils. Given under my Hand and Seal, &c.

Warrant to levy the Forfeiture of a Carrier taking more for Carriage of Goods than the Rates assessed by Justices.

Bed. ff. *To the Constables of the Parish of Biggleswade, and to either of them.*

WHEREAS it has been duly proved before us, *William Barrows* and *Edward Smith*, Esqrs; two of his Majesty's Justices of the Peace for the County aforesaid, That *Charles Deer* of *Biggleswade*, in the said County, Carrier, lately insisted, and obliged *Laurence Saunders* of *Biggleswade* aforesaid to pay the Sum of 20s. for Carriage of two large Chests from thence to London, weighing six hundred Weight, being after the Rate of three Shillings and four Pence per Hundred, which is ten Pence per Hundred more than the Price limited and assessed by the Justices of Peace in their last *Easter Sessions*, for Carriages of Goods. These are therefore, in his Majesty's Name, to require and authorise you to levy the Sum of five Pounds on the Goods and Châttels of the said *Charles Deer* by Distress and Sale thereof, which he hath forfeited by the Offence aforesaid; and that you do pay the same, when levied, to the said *Laurence Saunders*, who is the Party grieved. Given under our Hands and Seals, &c.

Warrant

Warrant for not coming to Church.

To, &c.

Bedfordshire, **W**HEREAS Oath hath been made to wit. before me, one of his Majesty's Justices of the Peace for the County aforesaid, That A. B. of ——— did not upon the Lord's Day last past resort to any Church, Chapel, or other usual Place appointed for Common Prayers; and there hear Divine Service, according to the Form of the Statutes in that Case made and provided: These are therefore to require you to bring the said A. B. before me or some other of his Majesty's Justices of the Peace, to answer the Premises. Given, &c.

Warrant to levy Money assessed for re-building or repairing a Parish Church.

To the Church-Wardens of the Parish of C. in the County of ———

County of ? **W**E A. B. and C. D. Esquires, two — to wit. } of his Majesty's Justices of the Peace for the said County, do hereby empower and authorize you and each of you, to collect and receive the several Sums of Money in the annexed Assessment mentioned, charged on the several Inhabitants of the Parish of C. in the said County, for re-building [or repairing] the Parish Church of the said Parish; and if any of the said Inhabitants shall refuse or neglect to pay the Money charged on them by this Assessment, we do hereby also empower and authorize you, or either of you, to levy the same by Distress and Sale of the Goods of such Person and Persons who shall neglect or refuse to pay the same, rendering the Overplus, after deducting the Charges of such Distress and Sale. Given under our Hands and Seals —

A a 3

CLO.

CLOTHIERS.

A Warrant to send a Weaver to the House of Correction, for returning his Work to the Clothier unfinished.

Wiltshire, ff. *To the Constables of Marshfield in the said County, and either of them.*

WHEREAS *David Cook*, of *Marlborough* in the County aforesaid, Clothier, hath this Day, made Oath before us, *Charles Deer* and *Edward Fisher*, Esqrs. two of his Majesty's Justices of the Peace for the County aforesaid, That *George Hill* of *Marshfield* in the said County, Weaver, having twenty Pounds of Wool, &c. given unto him by the said *David Cook*, for the making of Cloth, on the 28th of *December* last, and agreed with the said *David Cook* to work and make the same into Cloth by the third of *February*, did, on the 20th Day of *January*, before the said Day, return the said Wool and Work unmade into Cloth, to the said *David Cook*, to his great Damage and Disappointment, and contrary to a Statute lately made: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *George Hill*, and convey him to the House of Correction, at—and deliver him to the Keeper thereof; hereby requiring you the said Keeper, safely to keep the said *George Hill* in your Custody for the Space of three Months, according to the Direction of the Statute. Given under our Hands and Seals, &c.

CON-

CONSTABLES.

Warrant to make a Privy Search.

Bed. ff. *To the Constables of the Parish of Biggleswade in the County of Bedford.*

THESE are, in his Majesty's Name, to require and authorise you to call to your Assistance, some sufficient Men of your Neighbourhood, and that one Night before the 10th Day of this instant *May*, you make a Privy Search in all suspicious Places within your Precinct, to find out and apprehend Rogues, Vagabonds, and other suspicious Persons there, and that you cause such as you shall so find, to be brought before us, whose Hands and Seals are hereunto set, two of his Majesty's Justices of the Peace for the County aforesaid, at the House of *James Orsbourn of Northill* in the said County, on *Thursday* the tenth Day of *May* aforesaid, to be examined and punished, as we shall see Cause; and that you appear there likewise to give an Account touching the Premises. Given under our Hands and Seals, &c.

Warrant from Justices to constitute another Constable on the Death of a former, or his Removal out of the Hundred.

Bed. ff. *To John Soams, of Clifton in the said County, Yeoman.*

WHEREAS we are credibly informed, that *Adam Burgefs* of *Biggleswade* in the County aforesaid, who at the last Quarter-Sessions of the Peace held for this County, was elected and sworn High-Constable of the Hundred of *Biggleswade* for the County aforesaid, is lately dead, (or removed with his Family out of the said Hundred,) before the Time
he

he ought to serve is expired) whereby the said Hundred is at present destitute of a Constable to execute Warrants, and to keep the Peace: These are therefore, in his Majesty's Name, to require you (whom we think fit to serve in the said Office) personally to appear before us, or some of his Majesty's Justices of the Peace for the County aforesaid, to take the Oath of a Constable, and to serve his Majesty in that Office until the usual Time of electing new Officers. Given under our Hands, &c.

F E L O N Y.

Warrant to apprehend an Accessary to Felony.

Bed. ff. *To the Constables of the Parish of Potton in the said County of Bedford.*

WHEREAS on the 30th of June last past, several Goods, &c. were feloniously stolen and taken away from *John Smith* by one *Abraham Betts* of *Potton* aforesaid, and the Fact hath been duly proved upon him: And whereas I am informed that *Charles Dawson* of your Parish advised and encouraged the said *Abraham Betts* to commit the Felony aforesaid [or hath received and entertained the said *Abraham Betts* since the Fact committed, or bought Part of the Goods so stolen by the said *Abraham Betts*] whereby he is become Accessary to the said Felony, according to the Statutes in that Case made: These are therefore, in his Majesty's Name, to require and authorise you to apprehend the said *Charles Dawson*, and to bring him before me or some other of his Majesty's Justices of the Peace for this County, to answer what is laid to his Charge as aforesaid, and to be dealt with according to Law. Given under my Hand and Seal, &c.

Warrant

Warrant to commit a Criminal in order to Examination.

Bed. ff. *To the Constables of the Parish of Potton in the said County of Bedford, and to the Keeper of his Majesty's Gaol in and for the said County.*

WHEREAS a Felony hath been lately committed, and *Adam Brown* of your Parish being suspected thereof hath been this Day brought before me, one of his Majesty's Justices of the Peace for this County, to be examined concerning the same, and hath refused to be examined as the Law requires [or the Witnesses not being ready to prove the Crime against him]: These are therefore, in his Majesty's Name, to require and authorise you the said Constables, to convey the said *Adam Brown* to the said Gaol: And you the said Keeper are hereby required to keep the said *Adam Brown* in your Custody for the Space of three Days; which I do adjudge necessary, to summon the Witnesses against him and finish his Examination. Given under my Hand and Seal, &c.

The Examination of a Felon.

The Examination of Charles Dawson of Southill in the County of Bedford, Turner, taken before me William Brown, Esq. one of his Majesty's Justices of the Peace for the said County, this fifteenth Day of December, 1753.

THE Examinant being charged before me by *Andrew Bell* of *Southill* aforesaid, Grocer, with the felonious Sealing out of the House of the said *Andrew Bell* in *Southill* aforesaid, several Goods, viz. three Silver Spoons, a Gold Ring, and a Pair of Silver Buttons, to the Value of three Pounds, on
Monday

Monday the 12th Day of this instant *May*, he the said *Charles Dawson*, upon his Examination now taken by me, denieth that he stole the said Goods, or ever had them in his Possession [or confesseth that he stole the said Goods, and sold them to *John Deer* of *Biggleswade* in the said County, Silversmith, for twenty Shillings.]

Taken before me the Day and
Year aforesaid,

William Brown.

These Examinations are to be taken before any Offender shall be committed. The Examination of the Offender without Oath, and the Witnesses upon their Oaths.

Examination of a Witness relating to Felony.

The Examination of Edward Fisher of Potton in the County of Bedford, Taylor, taken upon Oath before me William Brown, Esq; one of his Majesty's Justices of the Peace for the said County, the third Day of December, 1753.

THIS Examinant upon his Oath deposeth and saith, that on the 30th of *November* last past *Charles Dawson* of *Potton* aforesaid, *Turner*, did enter the House of *Adam Bull* of the same Place, and from thence feloniously steal one Silver Tankard marked A. B. and also three Salvers and Half a Dozen of Spoons, belonging to the said *Adam Bull*, and that this Examinant being at that Time a Servant to the said *Adam Bull*, endeavoured to apprehend the said *Charles Dawson*; but there being no other Person in the House belonging to the aforesaid *Adam Bull*, the said *Charles Dawson* very much beat and wounded this Examinant, and left him bound on the Floor, whilst he made his Escape with the Plate and Goods aforesaid, and this Examinant further saith not.

Sworn before me, the Day
and Year abovesaid,

Will. Brown.

Warrant

Warrant to search for stolen Goods.

C. D. Esquire, one of his Majesty's Justices of Peace within the County of *Dublin*: To the Sheriff of the said County, and to all High Constables, Petty Constables, and all other his Majesty's Officers, Greeting, &c. Whereas E. F. hath informed me, that divers Goods and Chattels, *viz.* twenty Pounds in Money, &c. (and so name all the Goods) have been lately stolen from him; these are therefore in his Majesty's Name, straightly to charge and command you, and every of you, upon Sight hereof, presently without Delay, in all suspected Houses and Places, within your several Bailiwicks, Hundreds, Baronies and Constablewicks, to make diligent Search for the said Goods; and where you shall find the same, or any Part thereof, to arrest the Parties in whose Houses or Possessions the said Goods, or any Part thereof shall be so found; and them so arrested to bring before me, to my House at *Dale*, with all convenient Speed, whereof you may not fail at your Peril. Sealed with my Seal and dated—Day of ———— &c.

When any of the said Felons shall be so arrested and brought before the Justice of Peace, the Justice must take the Examination of the Felons in Writing, but not upon Oath, and must examine them upon all Circumstances, whereof he shall receive Information from the Accusers, and upon such other Circumstances as he in his own Discretion shall think fit, for the Discovery of the Felony.

The Form of the Examination may be thus:

T HE Examination of C. D. &c. taken before me E. F. one of his Majesty's Justices of Peace in the County of *M.* the first Day of *February*, in the twenty-sixth Year of the Reign of our Sovereign Lord *George II.* by the Grace of God, King of *England,*
Scotland,

Scotland, France and Ireland, Defender of the Faith, &c.

The said Examinant, being duly examined, saith, &c. and so set down every particular Answer that the Prisoner shall make to the Questions that shall be demanded of him.

This being done, the Justice of Peace must take the Examinations of the Accusers, and such others as can give any Evidence material against the Prisoner; and their Examinations must be taken in Writing severally, and that upon Oath.

The Form whereof may be thus.

THE Examination of C. D. &c. taken before me E. F. Esquire, one of his Majesty's Justices of Peace in the County of *Dublin*, the first Day of *March*, in the Twenty-sixth Year of the Reign of our Sovereign Lord *George II.* by the Grace of God, King of *England, Scotland, France and Ireland, Defender of the Faith, &c.*

This Examinant being duly sworn upon the Holy Evangelists, and examined upon his Oath, saith, &c. and so set down at large all the material Circumstances that he shall declare, to prove the Felony.

This being done, the Justice of Peace must make a *Mittimus*, to convey the Prisoner to the County Gaol.

The *Mittimus* may be thus :

C E. Esquire, one of the Justices of Peace in the County of C. to the Keeper of his Majesty's Gaol in the said County, Greeting. I send you, herewithal the Body of E. F. late of G. Labourer, brought before me this present Day, and charged with the feloniously stealing of one black Horse, of the Goods of I. H. and therefore these are, in his Majesty's Name, to command you, that immediately, upon Sight hereof, you receive the said E. F. into your Custody,

Custody, and him safely keep in his Majesty's Gaol of the said County until he shall be thence delivered by due Order of his Majesty's Laws; whereof you may not fail, as you will answer for your Contempt, at your Peril. Dated at *Dale* the first Day of *January*, &c.

I do not like of the *Mittimus* commonly used in *Ireland*: that is, to send the Prisoner from Constable to Constable; for I find, by Experience, that thereby many notable Offenders do escape, and then many Times go into Rebellion, to the great Prejudice of the Common-wealth; -but I like better that he should be conveyed to the Gaol by the Constable of that Constablewick where he was apprehended, and that by a sufficient Guard, at the Charge of the Constablewick; for which the Justices of Peace shall do well to conceive a general Order, at their general Sessions of the Peace.

This being done the Justice of Peace must take a several Recognizance of every one of the Accusers, and of every one that can give Evidence against the Prisoner.

Warrant to search for stolen Goods, and apprehend the Felon.

Bed. ff. *To the Constables of the Parish of Biggleswade, or either of them.*

WHEREAS Complaint hath been made unto me *Owen Thomas Broomsal, Esq;* one of his Majesty's Justices of the Peace for the said County, by *John King of Northill* in the said County, Yeoman, that of late certain Goods have been feloniously taken from him, and that he hath Reason to suspect *Elizabeth Wells* of the said Parish of *Northill*, Spinster, now resident in your Parish of *Biggleswade*, to have stolen the same: These are therefore, in his Majesty's Name, to require you, that upon Receipt hereof you make diligent Search in the House of the Widow

Randal of Biggleswade aforesaid, where the said *Elizabeth Wells* now is; and if upon Search you shall find the said *Elizabeth Wells*, or any other suspected Persons, or any of the said Goods suspected to be stolen, that then you bring the said *Elizabeth Wells* and such suspected Persons before me to answer the Premises; and that you likewise seize and secure such other Goods as you shall suspect to be stolen; And hereof fail not, as you shall answer it at your Perils. Given under my Hand and Seal, &c,

Warrant for a general Search for Rogues.

THESE are, in the King's Majesty's Name, to charge and command you, that you, together with the Petty-Constables of the several Towns, Parishes and Hamlets within your Barony (taking sufficient Assistance out of the said Towns) do make a general privy Search within every of the said several Towns, Parishes and Hamlets, upon ——— at Night next coming, for the finding out, and apprehending of all Rogues, Vagabonds, and wandering idle Persons, in or about the said several Towns; and that such as shall be found and apprehended, you do cause them to be punished in every several Town or Parish where they shall be so apprehended, by the Petty Constables of every several Parish respectively, and by them also further to be conveyed, according to the Statute. And if any of the said Rogues shall appear to be dangerous or incorrigible, that then you cause such to be brought before me, or any other of his Majesty's Justices of Peace, to be further dealt withal, according to the Statute in such Cases provided. Dated, &c.

Afterwards any one of these Justices may take the Examination of, or Proof against, such dangerous Rogues, and finding Cause, may then commit such Rogues to the Gaol, and from thence they may, by two Justices of Peace, be sent to the House of Correction.

Warrant

Warrant to apprehend one for receiving stolen Goods.

Bed. ff. *To the Constables of Potton in the said County of Bedford, and either of them.*

WHEREAS *Edward Haddock* of *Elsey* in the County of *Cambridge*, Farmer, hath this Day made Oath before me, that on or about the 25th Day of *January* last, a Pair of Breeches of Beaver-skin of the value of 20s. were feloniously taken from him, and that he saw the said Breeches worn by *John Chapman*, Labourer, of your said Town of *Potton*, on *Saturday* last, being the 31st of *May*:

These are therefore, in his Majesty's Name, to require and authorize you and either of you, to apprehend the said *John Chapman*, and to bring him before me or some other of his Majesty's Justices of the Peace to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

A Liberate to release a Prisoner committed on Suspicion of Felony.

Bed. ff. *To the Keeper of his Majesty's Gaol in and for the said County of Bedford.*

WHEREAS *Charles Dawson* of *Potton* in the said County of *Bedford*, Labourer, has before us found sufficient Securities for his Appearance before the Justices of the Peace at the next General Quarter-Sessions to be holden for the said County, there to answer to such Things as shall be objected against him for the felonious taking of seven silk Handkerchiefs, and thirty Shillings in Money, from *Andrew Bull* of *Potton* afore said, Draper, on or about the 30th of *June* last, on Suspicion whereof he was committed to your said Gaol: These are therefore, in his Majesty's Name, to require you not to detain the

said *Charles Dawson* any longer in your Custody, but that you do forthwith release him from thence, and suffer him to go at large. Given under our Hands and Seals, &c.

Warrant to apprehend one for stealing a Promissory Note.

Bed. ss. *To the Constables of the Parish of Potton in the said County of Bedford.*

WHEREAS *Adam Brotherton* of *Potton* afore-said, Butcher, was this Day charged before me, by the Oath of *Charles Dawson* of *Biggleswade* in the said County of *Bedford*, Gent. with feloniously taking from him one Promissory Note for the Payment of twelve Pounds to him the said *Charles Dawson* by *Edward Fish*, Esq; or Order [one Exchequer Note, Bank Bill or Bond, &c.] These are therefore, in his Majesty's Name, to require and authorize you and either of you, to apprehend the said *Adam Brotherton*, and to bring him before me or some other of his Majesty's Justices of the Peace, to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

Mittimus for stealing a Promissory Note.

Bed. ss. *To the Constables of the Parish of Potton in the said County of Bedford, and to the Keeper of his Majesty's Gaol there.*

WHEREAS *Adam Brotherton* of *Potton* afore-said, Butcher was this Day brought before me, and charged by the Oath of *Charles Dawson* of *Biggleswade* in the said County of *Bedford* with the felonious taking from him one Promissory Note for the Payment of Twelve Pounds to him the said *Charles Dawson*, by *Edward Fish*, Esq; or Order (one Exchequer

chequer Note, Bank-bill or Bond): These are therefore in his Majesty's Name, to require and authorize you the said Constables and either of you, to take the said *Adam Brotherton*, and to convey him to the said Gaol: And you the said Keeper are hereby required to receive him into your Custody, and him safely to keep until he shall be discharged by due Course of Law. Given under my Hand and Seal, &c.

Examinations to be taken of the Offender and Witnesses before Commitment.

Mittimus for forging a Bond.

Bed. ff. *To the Constables of the Parish of Dunstable in the said County of Bedford, and to the Keeper of his Majesty's Gaol in and for the said County.*

WHEREAS *Andrew Buck* of *Dunstable* aforesaid, School-Master, was this Day brought before me, and charged by the Oath of *Charles Deer* of *Dunstable* aforesaid, Esq; with forging a Bond of 100l. for the Payment of 50l. to him the said *Andrew Buck*, by *Edward Fish* of *Luton* in the said County of *Bedford*, Gent. (Deed, Will, Writing obligatory, Bill of Exchange, Promissory Note, &c.) contrary to the Statutes in that Case made and provided: These are therefore in his Majesty's Name, to require and authorize you the said Constables, to take the said *Andrew Buck*, and to convey him to the Gaol aforesaid: And you the said Keeper are hereby required to receive the said *Andrew Buck*, and him safely to keep in your Custody until he shall be discharged by due Course of Law. Given under my Hand and Seal, &c.

Warrant to apprehend one for counterfeiting a Bank-Bill.

Bed. ff. *To the Constables of the Parish of Biggleswade in the said County of Bedford.*

WHEREAS *Adam Ball* of *Biggleswade* afore-said, Taylor, was this Day charged before me, by the Oath of *Charles Deer* of *Warden* in the said County of *Bedford*, Gent. with feloniously counterfeiting (erasing or altering) a Bank Bill No. 672. for the Sum of 50l. payable to *James Sayer*, Esq; These are therefore, in his Majesty's Name, to require and authorize you, and either of you, to apprehend the said *Adam Ball*, and to bring him before me, or some other of his Majesty's Justices of the Peace to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

Commitment of one for Counterfeiting a Bank-Bill.

Bed. ff. *To the Constables of the Parish of Biggleswade, in the said County of Bedford, and to the Keeper of his Majesty's Gaol there.*

WHEREAS *Adam Ball* of *Biggleswade* afore-said, Taylor, was this Day brought before me, and charged upon Oath, by *Charles Deer* of *Warden* in the said County, Gent. with feloniously counterfeiting (erasing or altering) a Bank-Bill No. 672. for the Sum of 50l. payable to *James Sayer*, Esq; These are therefore, in his Majesty's Name to require and authorise you the said Constables, and either of you, to take the said *Adam Ball* and to convey him to the said Gaol : And you the said Keeper are hereby required to receive him into your Custody, and him safely to keep until he shall be discharged

charged by due Course of Law. Given under my Hand and Seal, &c.

Warrant to apprehend one for stealing Sheep.

Bed. ff. *To the Constables of the Parish of Northill in the said County of Bedford.*

WHEREAS *Oliver Musick* of *Hatch* in the said Parish of *Northill*, Shepherd, hath made Oath before me, that one Sheep, the Property of *Thomas Walker* of *Beeston* in the Parish of *Sandy* in the said County of *Bedford*, Yeoman, was on or about the 26th Day of this instant *November*, as he believes, feloniously taken out of the Flock of the said *Thomas Walker*, then lying in the Parish of *Northill* aforesaid; and that he hath Reason to suspect *John Lunn* of *Brook-End* in the said Parish of *Northill*, Husbandman, to have stolen the said Sheep:

These are therefore, in his Majesty's Name, to require and authorize you, and either of you, to apprehend the said *John Lunn*, and bring him before me or some other of his Majesty's Justices of the Peace to be examined concerning the Premisses, and to be further dealt with according to Law. Given under my Hand and Seal this 28th Day of *December*, 1754.

An Indictment for Felony.

Bedford, } **T**HE Jurors of our Sovereign Lord the
to wit. } King present, that *A. B.* late of
Potton in this County, Yeoman, on the Twenty-sixth
Day of *October* in the Twenty-sixth Year of, &c.
at *Potton* aforesaid in the said County, with Force
and Arms, did break and enter the Close of one
F. G. Gent. and did feloniously steal, take and drive
away a certain Horse or Roan Gelding of the Price
of 15*l.* of the Goods and Chattels of the said *F. G.*
then and there found, against the Peace of our So-
vereign Lord the King, his Crown and Dignity, and
contrary

contrary to the Form of the Statute in that Case made and provided.

FELONY and ROBBERY.

Warrant to apprehend one suspected of a Felony and Robbery, and make Hue and Cry after him.

Bed. ff. *To all Constables and other his Majesty's Officers, as well within the County of Bedford as elsewhere within the Realm of England.*

WHEREAS Oath hath been duly made before me, one of his Majesty's Justices of the Peace within the said County, by *James Freeman* of *Sutton* in the County of *Bedford*, Gent. that upon *Monday* last, being the 17th of this instant *April*, he the said *James Freeman* was robbed of two Silver Salvers, one Dozen of Silver Spoons, a Pair of Diamond Earrings, and ten Pounds in Money, amounting in the whole to the Value of 200 Pounds, taken out of his Dwelling-house in *Sutton* aforesaid; and that he hath manifest Cause to suspect *John Blood* of *Wilstead* in the said County, Baker, being a fair Man in a white Bob-Wig, well set, and above five Feet six Inches high, with a wide Mouth and a Roman Nose, to have robbed him of the same Goods and Money: These are therefore, in his Majesty's Name, to require and authorize you, and every of you, to make diligent Search within your several and respective Divisions and Precincts, for the said *John Blood*; and also to make Hue and Cry after him from Town to Town, and from County to County, and that as well by Horsemen as by Footmen; and if you shall find the said *John Blood*, that you take him and carry him before some one of the Justices of the Peace within the County, City or Borough where he shall be taken, to be

FELONY and ROBBERY. 57

be dealt with according to Law : And hereof fail not.
Given under my hand and Seal the 20th Day of
April, 1754.

Warrant to summon a Witness concerning a Robbery.

To the Constable of——

County of } **W**HEREAS I have been informed
— to wit. } that A. B. of C. in the County
aforesaid, Gent. was lately robbed at (*name the Place*)
and that C. D. of your said Parish, is a material Wit-
ness to prove by whom the said Robbery was commit-
ted : These are therefore to require you, to cause the
said C. D. forthwith to come before me, or some o-
ther Justice of the Peace for this County, to give such
Information as he knoweth concerning the said Of-
fence, that such farther Proceedings may be had
therein as to Justice doth appertain. Given, &c.

Committal of a Person for robbing on the High-Way.

*To the Keeper of his Majesty's Gaol at K. in the
County of——*

I Send you herewith, the Body of A. B. of C. in
the said County, brought before me this Day,
and charged with the assaulting and robbing C. D.
of C. aforesaid, on the second Day of this instant
August, in the common High-Road (*here name the
Place*) and feloniously taking from him the Sum of
ten Shillings : These are therefore, in his Majesty's
Name, to command and require you immediately
upon Sight hereof, to receive the said A. B. into
your Custody, and him safely to keep in the said
Gaol, till he shall thence be delivered by due Course
of Law. Hereof fail not. Given, &c.

Committal

Committal of a Tory presented and proclaimed.

To the Keeper of his Majesty's Gaol at K. in the County of ———

County of } I Send you herewithal the Body of
— to wit } A. B. brought before me this Day,
and charged with being presented and proclaimed a
Tory, Robber and Rapparee, according to the Form
of the Statute in that Case made and provided, and
who hath not surrendered himself pursuant unto, and
within the Time limited in the said Proclamation :
These are therefore (*as in the preceding Committal.*)

Committal of a Harbournr of Tories presented and
proclaimed.

To the Keeper ———

County of } I Send you herewithal the Body of
— to wit. } A. B. of C. in the County aforesaid,
Gent. brought before me this Day, and charged with
knowingly harbouring, aiding and succouring Persons
who have been presented and proclaimed Tories, Rob-
bers and Rapparees, according to the Form of the
Statute in that Case made and provided, and who
have not surrendered themselves pursuant unto the
said Proclamation : These are therefore (*as in the
preceding Committal.*)

Examination of a Person robbed on the High-way.

*The Examination of Richard King of Biggleswade
in the County of Bedford, taken upon Oath before
Robert Brown, Esq; one of his Majesty's Justices of
the Peace for the County aforesaid, on the 25th Day
of May, 1754.*

THIS Examinant saith, that on *Tuesday* the 9th
Day of this Instant *May*, he was assaulted in
the

FELONY and ROBBERY 59

the Highway leading from *Dunstable* to *Woburn*, at or near a Place called the *Three Wents*, about ten of the Clock in the Morning of the same Day, by three Men on Horseback, who seized this Examinant, and carried him out of the Road to a By-place adjoining, and robbed him of the Sum of nine Pounds and his Horse. And farther saith, that he is since informed that the said Highway and By-place are both in the Parish of *Brickhill*, and within the Hundred of *Manstead* in the said County, and that he did not then or yet doth know either of the Persons who committed the said Robbery.

*Sworn before me the Day
and Year abovesaid,*

R. B.

In order to bring the Action, the Person must make an Oath as followeth.

Oath of the Party robbed.

January 1, 1754.

Bed. II. **R**ichard King of *Biggleswade* in the said County, Gent. came before me *Henry Philips Esq;* one of his Majesty's Justices of the Peace for the said County, the Day and Year above written, and made Oath that on *Monday* the 25th of *December* last, about eight of the Clock in the Forenoon of the same Day, travelling from *Dunstable* to *Woburn*, he was assaulted in the common Road, three Miles from *Woburn*, in a Field called *Black Lays*, by three Horsemen, one of them being a Man of about twenty-five Years of Age, &c. (*describing all their Habits and Horses, &c.*) which said three Persons then robbed this Deponent, taking from him by Force 20l. and a Mare; and the said *Richard King* did further depose, that he doth not know the said Persons, or either of them.

Richard King.

*Sworn before me the Day
and Year above written.*

Henry Philips.

FELQ-

FELONY and BURGLARY:

Warrant to apprehend one for Felony and Burglary,
and to make Hue and Cry.

Bed. ff. *To the Constables of the Town of Potton,
and all other his Majesty's Peace Officers
in the said County of Bedford, and else-
where within the Kingdom of England.*

WHEREAS Complaint was this Day made upon Oath before me, one of his Majesty's Justices of the Peace for the said County of *Bedford*, that the Dwelling-house of *William Jackson* of *Brook-End* in the Parish of *Sande* in the said County of *Bedford*, Yeoman, was broke open about eleven of the Clock at Night on the tenth of this instant *December*, by *William Evans* of *Potton* aforesaid, Victualler, who robbed the said *William Jackson* at the same Time of two grey Coats, one Shirt, one Pair of white Gloves, one red Silk Handkerchief, and a considerable Sum of Money :

These are therefore, in his Majesty's Name, to require and authorize you, and every of you, to make diligent search in your respective Precincts for the said *William Evans*, and likewise to make Hue and Cry after him from Town to Town, and from County to County, as well by Horsemen as Footmen ; and having apprehended him, to carry him before some Justice of the Peace of the County where he shall happen to be taken, to be dealt with according to Law. The said *William Evans* is, as I am informed, a thin Man of a fresh Complexion, middle Stature, and wore a dark brown Wig, and a white Fustian Frock faced with black Cloth, on the Day the Fact was committed, and is supposed to be fled towards *London*. Given under my Hand and Seal, &c.

FOR.

FORCIBLE ENTRY.

Commitment for detaining Lands by Force.

Bed. ff. *To the Constables of the Parish of Clifton in the said County of Bedford, and to the Keeper of his Majesty's Gaol in and for the said County.*

WHEREAS Complaint was made before me, one of his Majesty's Justices of Peace for the said County, by *Abraham Bridges* of the said Parish of *Clifton*, that *Charles Driver* and *Edward Fisher* of the same Parish had made a Forcible Entry into the House and Lands of the said *Abraham Bridges*, situate in *Clifton* aforesaid; and having this Day viewed the same, and found the said *Charles Driver* and *Edward Fisher* forcibly detaining the Possession of the said Messuage and Premises from the said *Abraham Bridges*, and refusing to deliver up the same, contrary to the Statute in that Case made and provided: These are therefore, in his Majesty's Name, to require and authorize you the said Constables, and either of you, to convey the said *Charles Driver* and *Edward Fisher* to the said Gaol: And you the said Keeper are hereby required to receive them into your Custody, and them safely to keep until they shall be from thence discharged by due course of Law. Given under my Hand and Seal, &c.

C c

FRAUDS

FRAUDS and CHEATS.

Warrant to search for one suspected to have defrauded
a Person of his Money.

Bed. H. *To the Constables and all other his Majesty's
Peace Officers in the County of Bedford.*

WHEREAS *Joseph Jackson*, Banker and Citizen
of *London*, hath this Day made Oath before
me, that he hath lately been defrauded of several Sums
of Money, amounting to two hundred Pounds or
thereabouts, by *Henry Cooper* his Servant; and that
he hath Reason to suspect that *John Webb* of *Gam-
bingay* in the County of *Cambridge* hath confederated
with his said Servant, and hath Part of the said Mo-
ney in his Custody, and that the said *John Webb*
now lies concealed in the said County of *Bedford*.

These are therefore, in his Majesty's Name, to re-
quire and authorize you and every of you, to make
diligent Search for the said *John Webb* in all sus-
pected Houses and Places in the said County of *Bed-
ford*, and to bring him before me or some other Jus-
tice of the Peace for the said County of *Bedford*, to
be examined concerning the Premises, and to be
further dealt with according to Law. Given under
my Hand and Seal, &c.

G A M E.

Warrant to search for Snares.

Bed. H. *To the Constables of the Parish of Potton in
the said County of Bedford, and either of
them.*

WHEREAS Complaint hath been made before
me, that the Game hath been of late notori-
ously

ously destroyed by the setting of Snares, Nets and other Engines in your said Parish, for taking and killing the same :

These are therefore, in his Majesty's Name, to require and authorize you, and either of you, forthwith diligently to search in the Day-time the Houses and Out-houses of all such Persons in your said Parish, as you shall suspect to keep or use any Snares, Nets, or other Engines for destroying the Game, contrary to the Form of the Statutes in that Case made and provided : And if you shall find any Snares, Nets, or other Engines, or any Hare, Pheasant, Partridge, or other Game, in the Custody or Possession of any Person or Persons not qualified by Law to kill the Game, you are hereby required to seize the same, and to bring them together with the Person and Persons, in whose Custody or Possession such Snares, Nets, and other Engines or Game shall be found, before me or some other of his Majesty's Justices of the Peace, to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal the 5th Day of January, 1754.

Warrant to levy the Penalty for keeping Snares to destroy Game.

Bed. II. *To the Constables of the Parish of Potton in the said County of Bedford.*

WHEREAS *Henry Harding* of *Potton* aforesaid hath this Day been duly convicted before me by the Oath of one Witness, that he hath, within ten Days last past, kept and used Snares for killing and destroying the Game, and that he is not qualified by Law to keep or use a Snare or any other Engine for destroying the Game :

These are therefore to require and authorize you forthwith to levy the Sum of twenty Shillings, by Distress and Sale of the Goods and Chattels of the said *Henry Harding*, which said Sum is by me ad-

judged to be the Penalty for his said Offence, and that you pay one Moiety thereof to the Church-wardens or Overseers of the Poor of the Parish of *Everton* where the said Offence was committed, for the Use of their Poor, and the other to *William Hale* who informed against the said *Henry Harding*, according to the Statute in that Case made and provided; and in Default of a Distress you are required to certify me thereof, that such further Order may be taken therein as the Law directs. Given under my Hand and Seal, &c.

Warrant to levy the Forfeiture for killing Salmon with Nets, between the first of *August*, and the first of *February*.

To the Constable of ———

County of }
— to wit. } **F**ORASMUCH as it hath been duly proved before me upon Oath, that A. B. of C. in the County aforesaid, did, on the first Day of *November* last at C. aforesaid, take (or kill) with a Net, (or Engine) one Salmon, contrary to the Form of the Statute in that Case made and provided, whereby he hath forfeited the Sum of twenty Shillings, and the said Net (or Engine.) These are therefore, in his Majesty's Name to command you, forthwith to seize the said Net (or Engine) and sell the same; and also to levy the said Sum of twenty Shillings on the Goods of the said A. B. by Distress and Sale thereof, rendering the Overplus; and that you pay one Moiety of the said twenty Shillings, and one Moiety of the Money arising by the Sale of the said Net (or Engine) to C. D. of C. aforesaid, who informed me of the said Offence, and the other Moiety to the Church-wardens of the Parish of C. aforesaid, for the Use of the Poor of the said Parish. Hereof fail not. Given ———

Warrant

Warrant to levy the Forfeiture for Fishing with the Face disguised.

To the Constable of ——— and to the Keeper of the House of Correction at C——.

County of } **F**ORASMUCH as it hath been this
— to wit. } Day duly proved before me upon
Oath, that A. B. of C. in the County aforesaid, was
on the second Day of this Instant *August*, found fish-
ing at C. aforesaid, with his Face disguised, (*or,*
found in, upon, or near the River C. with his Face
disguised) contrary to the Form of the Statute in that
Case made and provided, whereby he hath forfeited
the Sum of forty Shillings : These are therefore, in
his Majesty's Name, to command you forthwith to
levy the said Sum of forty Shillings on the Goods
and Chattels of the said A. B. by Distress and Sale
thereof, rendering the Overplus; and that you pay
one Moiety thereof to C. D. of C. aforesaid, who
informed me of the said Offence, and the other Moi-
ety to the Church Wardens of the Parish of C. aforesaid
for the Use of the Poor of the said Parish. And
if no sufficient Distress can be found, you are hereby
required to take and apprehend the said A. B. and to
commit him to the Custody of the Keeper of the said
House of Correction : And you the said Keeper, are
hereby required to take the said A. B. into your
Custody, and to keep him at hard Labour, with due
Correction, for the Space of thirty-one Days. Here-
of fail not at your Peril. Given ———.

Warrant to levy the Forfeiture for killing twelve Sal-
mon Fry in one Day in *March*.

To the Constable of ——— and to the Keeper of his Majesty's Gaol at K.

County of } **F**ORASMUCH as it hath been duly
— to wit. } proved before me this Day upon
Oath that A. B. of C. in the County aforesaid, did,
C c 3 in

in one Day, to wit, on the tenth Day of *March* last at *C.* aforesaid, take (or kill) twelve Salmon Fry, contrary to the Form of the Statute, whereby he hath forfeited the Sum of ten Shillings: These are therefore, in his Majesty's Name, to command you, forthwith to levy the said Sum of ten Shillings on the Goods of the said *A. B.* by Distress and Sale thereof, rendering the Overplus; and that you pay one Moiety thereof to *C. D.* of *C.* aforesaid, who informed me of the said Offence, and the other Moiety to the Church-Wardens of the Parish of *C.* aforesaid, for the Use of the Poor of the said Parish; and if no sufficient Distress can be had, you are hereby required to take and apprehend the said *A. B.* and commit him to the Custody of the Keeper of the said Gaol at *K.* to be kept there for nine Days: And you the said Keeper are hereby required to take the said *A. B.* into your Custody, and to keep him for the Space of nine Days: Hereof fail not at your Perils. Given——

Warrant to search for Hares and other Game.

To the Constable of ——

County of ? } **W**HEREAS Complaint hath this
— to wit. } Day been made unto me, upon
Oath, by *A. B.* of *C.* in the County aforesaid, that
the Game in the Manor of *C.* aforesaid, hath been
lately destroyed by some idle and disorderly Persons,
of the Parish of *C.* aforesaid: These are therefore in
his Majesty's Name to command and require you
forthwith to enter into, in the Day-Time, and search
the Houses, Out-houses, and other Places, (of Per-
sons not qualified to kill the Game) within your Pa-
rish, whom you shall justly suspect, or be informed,
to have any Hare, Partridge, or other Game; and if
you find any such, to apprehend the Persons suspected
to have unlawfully come by the same, and to bring
him or them before me, or some other Justice of the
Peace

Peace for this County, to answer the Premisses : And hereof fail not. Given ———

Warrant to levy thirty Shillings on one for having Game in his Custody.

Bed. ff. *To the Constable of Sutton in the said County of Bedford.*

WHEREAS *John Sole* of *Sutton* in the County of *Bedford*, aforesaid, Baker, hath this present Day been lawfully convicted before me, for that he did not give a good Account how he came by a Braec of Hares which were found in his House in the Parish of *Sutton* aforesaid upon Search made for that Purpose, and not being able to produce the Party of whom he bought the same, or some credible Witness, to make Oath of the Sale thereof to him, pursuant to the Statute in that Case made and provided : These are therefore to require you forthwith to levy the Sum of thirty Shillings by Distress and Sale of the Goods of the said *John Sole*, which said Sum is by me ascertained for his said Offence, as forfeited for the same, and that you pay one Moiety to the Churchwardens or Overseers of the Poor of the said Parish where the said Offence was committed, for the Use of the Poor ; and for want of such Distress, that you certify me thereof, that such further Order may be taken therein as the Law directs : And hereof fail not. Given under my Hand and Seal, &c.

Mittimus for Want of a Distress for the Game.

Bed. ff. *To the Constables of Potton in the said County and to the Keeper of the House of Correction in and for the said County of Bedford.*

WHEREAS you the said Constable was lately by my Warrant required to levy 30s. on the Goods and Chattels of *John Sole* of *Sutton* in the County

County of *Bedford*, Baker, by Distress and Sale thereof, which said Sum was by him forfeited, for that he did not give a good Account how he came by a Brace of Hares found, upon Search, in his House in the Parish of *Sutton* aforesaid; and not being able to produce the Party of whom he bought the same, or some credible Witness to make Oath of the Sale thereof unto him; of which said Offence the said *John Sole* had been lawfully convicted before me: And whereas you have informed me that the said *John Sole* hath not sufficient whereon to distrain for the said Forfeiture: These are therefore to require you forthwith to apprehend the said *John Sole*, and convey him to the House of Correction in and for the said County of *Bedford*, together with this Warrant; Commanding you the said Keeper to take the aforesaid *John Sole* into your Custody, and cause him to be whipp'd, and kept to hard Labour for the Space of three Weeks next ensuing the Date hereof. Given under my Hand and Seal, &c.

An Appointment of a Game Keeper.

County of } I A. B. Esquire, Lord of the Manor
to wit. } of C. in the County aforesaid, do
hereby nominate, authorize and appoint C. D. of
C. aforesaid, to be my Game-Keeper of and within
my said Manor of C. aforesaid, with full Power,
Licence and Authority to kill Hares, and any other
Game in and upon my said Manor, for my Use:
And also to seize all such Guns, Grey-hounds, Dogs,
and Spaniels whatsoever, and all such Nets, or other
Engine, for the taking or killing of Hares, or other
Game, as within the Precincts of my said Manor shall
be used by any Person or Persons, who, by Law, are
prohibited to keep, or use the same. Given un-
der my Hand and Seal, this ——— Day of ———

Warrant

Warrant to search suspicious Houses for fishing Nets, and seize them.

Bed. ff. *To the Constables of Biggleswade in the said County of Bedford.*

WHEREAS Complaint hath been made before me, that several Trouts, Pike, and other Fish, have been lately destroyed in the River of *Biggleswade* aforesaid, belonging to *Andrew Bell of Southill*, Owner of the Royalty thereof, supposed to be done by some idle and ill-disposed Persons in your Parish; and that several Persons within your said Parish do keep Nets, Leaps, Pitches, and other instruments and Engines for the Destruction of Fish, who are not qualified by Law to do the same: These are therefore, in his Majesty's Name, to require and authorize you to enter into and search the Houses, Out-Houses, and other suspected Places of all such Persons within your Parish, which you are informed have any Nets or other Instruments for Destruction of Fish, and to seize the same where ever you shall find them, and to bring the Person or Persons in whose House or Possession they shall be found, before me, or some other of his Majesty's Justices of the Peace for this County to be dealt with according to Law. Given under my Hand and Seal, &c.

Mittimus to the House of Correction, for want of a Distress for Fishing.

Bed. ff. *To the Constables of the Parish of Sandy in the said County of Bedford, and either of them, and to the Keeper of the House of Correction in and for the said County of Bedford.*

WHEREAS you the said Constables were lately, by my Warrant required to levy 20s. on the Goods and Chattels of *Henry Newman* of your said

said Parish of *Sandy*, Labourer, by Distress and Sale of the same, which said Sum was by me adjudged to be forfeited for his taking Fish with a Net, in the River of *Sandy* aforesaid, he not being qualified to use a Net, or to take Fish in any River: And whereas you the said Constables have informed me that the said *Henry Newman* hath not Goods and Chattels sufficient whereon a Distress may be made for the said Forfeiture: These are therefore forthwith to require and authorize you the said Constables to apprehend the said *Henry Newman*, and convey him to the said House of Correction, together with this Warrant: And you the said Keeper are hereby required to receive the said *Henry Newman* into your Custody, and to cause him to be whipp'd and kept to hard Labour for the Space of fourteen Days next after your Receipt hereof. Given under my Hand and Seal this 13th Day of *April*, 1754.

Warrant to levy the Penalty on a Chapman, Higler, &c. for having in his Possession, or any other Person selling or unlawfully killing Hares, Pheasants, &c.

Ped. ff. *To the Constables of Potton in the said County of Bedford.*

WHEREAS *Andrew Bell* of *Clifton*, in the said County, Yeoman, hath made Oath before me, that on *Friday* last *Charles Driver* of *Clifton* aforesaid, Higler, had in his Possession one Hare (or one Partridge, &c. or offered to sell one Hare, &c. or saw him with Greyhounds kill and destroy one Hare in the Ground called *Blackacre* in the said Parish of *Clifton*,) not being legally qualified to kill the Game, and contrary to the Statutes in that Case made; whereby he hath forfeited the Sum of five Pounds: These are therefore, in his Majesty's Name, to require and authorize you forthwith to levy the said sum of five Pounds by Distress and Sale of the Goods of

of the said *Charles Diver* so forfeited as aforesaid, and that you do pay one Moiety thereof to the said *Andrew Bell*, and the other Moiety to the Church-wardens or Overseers of the Poor of the said Parish of *Clifton*, where the Offence was committed, for the Use of the Poor there, according to the Direction of the said Statutes; and for want of such Distress, that you do convey the said *Charles Driver* to the House of Correction, there to remain for the Space of three Months. Given under my Hand and Seal, &c.

Warrant to levy the Penalty for keeping Greyhounds, Setting-dogs, &c. not being qualified.

Bed. ff. *To the Constables of the Parish of Sandy in the said County, and to either of them.*

WHEREAS it has been duly proved before me, that *Charles Deer* of your Parish hath for some Time last past, kept and made Use of two Greyhounds (or Setting dogs, &c.) for the killing and destroying of Game, without being qualified as the Act of Parliament in that Case made requires. These are therefore in his Majesty's Name, to require and authorize you to levy the Sum of five Pounds (which he hath forfeited by the Offence aforesaid) on the Goods and Chattels of the said *Charles Deer* by Distress and Sale thereof; and that you pay one Half thereof to *George Dawson* of *Southill*, in the County aforesaid as Informer, and the other half thereof for the Use of the Poor of the said Parish of *Sandy*. Given under my Hand and Seal, &c.

An Information for killing a Hare.

THE Information of A. B. of, &c. before C. D. Esq. one of his Majesty's Justices of the Peace for the said County, on the sixth Day of this Instant *October*, who saith that on the first Day of this present

sent Month E. F. of &c. did kill and destroy one Hare in the Parish of *Potton* by coursing with a Greyhound, the said E. F. not being lawfully qualified to kill the Game by the Laws of this Realm. Taken before me the Day and Year above written. C. D.

An Affidavit of the Truth by another Person.

G H. of, &c. maketh Oath, that he was present and did see E. F. kill and destroy the Hare mentioned in the Information of A. B. and saith, that the said Information so given by the said A. B. is true.

Sworn before me the Day
and Year above said

C. D.

The Penalty is 5l. one Half to the Informer, and the other Half to the Poor of the Parish. The Justice generally summons the Offender, and if upon Hearing he is convicted, grants his Warrant to levy the Penalty, and for want of sufficient Distress will make a mittimus to send him to the House of Correction for three Months.

G A M I N G.

Warrant to apprehend a Person for unlawfully Gaming, having no visible Estate.

Bed. ff. *To the Constable of Biggleswade in the said County.*

WHEREAS Complaint hath been duly made before us, that *Abrabam Brotherton* of *Biggleswade*, aforesaid, Labourer, doth frequently use and play at Cards, Dice, and other unlawful Games, in the

the Parish of *Biggleswade* aforesaid, and that he hath no Estate nor follows any Employment to maintain himself, but lives chiefly by gaming and Sharping upon other People: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *Abraham Brotherton* and bring him before us or some other of his Majesty's Justices of the Peace for this County, to answer what shall be objected against him in that Behalf, and be dealt with according to Law. Given under our Hands and Seals, &c.

Commitment of a Gamester.

Bed. ff. *To the Constables of the Parish of Biggleswade in the said County of Bedford, and to the Keeper of his Majesty's Gaol in and for the said County.*

WHEREAS it hath been duly proved before us, that *James Smith* of your said Parish, Barber, on Monday the 7th of this instant *August*, did play at Cards, Dice, and other unlawful Games, at the House of *John Carter* of *Biggleswade* aforesaid, not having any visible Estate or Employment for his support and Maintenance; and he the said *James Smith* not being able to give sufficient Security for his good Behaviour for the Space of twelve Months, as the Statutes direct: These are therefore, in his Majesty's Name, to require and authorize you the said Constables, to convey the said *James Smith* to the said Gaol; and deliver him to the Keeper thereof: And you the said Keeper are hereby required to receive the said *James Smith* into your Custody and him safely to keep in your said Gaol, until he shal give Security as aforesaid. Given under our Hands and Seals, &c.

HAWKERS.

A Conviction of a Hawker, for not producing his Licence.

County of } **B**E it remembered, that on the second
 — to wit. } Day of this instant *August*, A. B.
 of C. in the County aforesaid, came before me, C. D.
 Esquire, one of his Majesty's Justices of the Peace
 for the said County, and exhibited an Information,
 upon Oath, against E. F. of C. aforesaid, to wit,
 that the said E. F. not being within any of the De-
 scriptions of the Persons excepted in the Statute,
 made concerning Hawkers and Pedlars, did, on the
 first of this instant *August*, within the Parish of C.
 in the County aforesaid, go about from House to
 House, and trade as a Hawker (or Pedlar) and then
 and there expose to Sale, divers Silk Handkerchiefs,
 and other Goods and Merchandizes, the same not be-
 ing in any Fair or Market; and that the said E. F.
 being then and there required by the said A. B. to
 produce his Licence, according to the said Statute,
 he the said E. F. refused so to do; and the said E. F.
 having been brought before me, still refuses to pro-
 duce such Licence, although I have demanded the
 same: Therefore, I do adjudge him to have forfeited
 the Sum of five Pounds, as if he had traded without
 a Licence.

Warrant to levy the Forfeiture against a Hawker
 trading without a Licence.

To the Constable of ———

WHEREAS E. F. of C. in the County aforesaid,
 hath this Day been duly convicted before me,
 for selling several Goods, in the Parish of C. afore-
 said, he being a trading Hawker, or Pedlar, without
 a Li-

a Licence, or being otherwise lawfully qualified to do the same, contrary to the Form of the Statute in that Case made and provided, whereby he hath forfeited the Sum of five Pounds : These are therefore, in his Majesty's Name, to command you, forthwith to levy the said Sum of five Pounds, by Distress and Sale of the Goods, Wares, or Merchandizes of the said E. F. rendering the Overplus, (if any be) to the said E. F. after Deduction of the reasonable Charge for taking the said Distress; and that you do pay one Moiety of the said Forfeiture to the *Incorporated Society in Dublin*, for promoting *English Protestant Schools*; and the other Moiety to A. B. of C. aforesaid, who informed me of the said Offence; Hereof fail not. Given——

HEARTH-MONEY.

Certificate that a Widow's House is not worth above eight Shillings a Year.

County of } WE A. B. and C. D. Esquires, two
— to wit. } of his Majesty's Justices of the
Peace for the County aforesaid, do hereby certify,
that to our Belief, the House wherein E. F. of C. in
the said County, Widow, now dwells, is not of greater
Value than eight Shillings, by the Year; and that
she, or any other Person, using the said House, hath
not, nor occupieth Lands or Tenements, of their own,
or others, of the yearly Value of eight shillings, nor
hath, nor have any Lands, Goods or Chattels, of the
Value of four Pounds, in her, or their own Possession,
or any in Trust for her or them. Witness our Hands
and Seals, this second Day of *August*, 17—.

H E D G E S.

Warrant to levy the Penalty for breaking Hedges.

Bed. ff. *To the Constables of Biggleswade in said County of Bedford.*

WHEREAS it hath been duly proved before me, one of his Majesty's Justices of the Peace for the County aforesaid, that *Thomas Papper* of *Biggleswade* aforesaid, Labourer, hath within six Weeks last past broke the Hedges of *John Sams* of *Biggleswade* aforesaid, (or as the Case is) contrary to the Laws in that Case made and provided: I do therefore hereby appoint the said *Thomas Papper*, within five Days after Notice hereof, to pay unto the said *John Sams* nine Shillings, in Recompence and Satisfaction of the Wrong so done as aforesaid; and if the said *Thomas Papper* shall not pay the same, that then you inform me thereof, that such further Proceedings may be had against him for the said Offence, as the Law requireth; and hereof fail not. Given under my Hand and Seal, &c.

The same for robbing Orchards, or stealing standing Corn.

Warrant to whip a Person for breaking Hedges.

Bed. ff. *To the Constables of the Parish of Everton in the said County of Bedford.*

WHEREAS it hath been duly proved before me, that *James Deer* of *Southill* in the said County of *Bedford*, did on the 13th Day of this instant *December*, break the Hedges of *William Aghel*, Esq; standing in the said Parish of *Everton*, contrary to the Laws in that Case made and provided; and it appears
to

to me, that the said *James Deer* is not able to make Satisfaction for the Wrong he hath done as aforesaid; I do therefore hereby order that the said *James Deer* be whipped by the said Constables of *Everton*, or one of them, as the Law in that Case requireth. Given under my Hand and Seal, &c.

The same Penalty for robbing Orchards, or stealing standing Corn.

H I G H W A Y S.

Warrant to summon People that have not done their Duties on the Highways.

Bed. ff. *To the Constables of Northhill in the said County, or either of them.*

THESE are in his Majesty's Name, to require and authorize you, on Sight hereof, that you give personal Notice to all and every of the Persons within mentioned, that they be and appear before us, two of his Majesty's Justices of the Peace, in and for this County, on *Monday* next by eleven of the Clock, at the House of Sir *William Smith* in *Warden*; to shew Cause why they should not be severally fined, according to the several Statutes in that Case made, for neglecting their six Days Works on his Majesty's Highways in the Parish of *Northill* aforesaid. Given under our Hands and Seals this 16th Day of *January*, 1754.

Warrant to levy certain Sums on Persons who have not done their Duties on the Highways.

Bed. ff. *To the Surveyors of the Highways in the Parish of Northill.*

WHEREAS Complaint hath been made before us, upon Oath, that due Notice hath been given

to *Andrew Bell, Thomas Palmer, John Orsbourn* and *John Smith*, all of the Parish of *Northill* aforesaid, Labourers, to work on the Highways in the said Parish, on certain Days lately appointed for that Purpose, in order to amend the same; and that they and each of them have neglected and refused so to do: These are therefore to require you forthwith to levy the respective Sums hereafter mentioned upon the respective Goods and Chattels of the said several Persons, by Distress and Sale thereof, that is to say,

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Upon the Goods of <i>Andrew Bell</i> } for neglecting two Days	00	03	00
Upon the Goods of <i>Thomas Palmer</i> } for neglecting three Days	00	04	06
Upon the Goods of <i>John Orsbourn</i> } for neglecting one Day	00	01	06

And that you may employ the said Sums when levied, for and towards the amending the Highways in the said Parish of *Northill*: And hereof fail not, Given under our Hands and Seals, &c.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Penalties, every Day-Labourer	00	01	06
Every Man and Horse	00	03	00
Every Cart with two Men, for every Default.	00	10	00

*Order of Justices for a Surveyor to dig Ground, &c.
for repairing the Highways.*

Bed. ff. **W**HEREAS Complaint hath been made before us, two of his Majesty's Justices of the Peace for the said County, by *Charles Driver* and *James King*, Surveyors of the Highways of *Biggleswade* in the County aforesaid, that there is not sufficient Gravel, Sand or Stones in the said Parish of *Biggleswade* for the repairing of the Highways therein; we do therefore, in pursuance of the Authority given us by the Statute, hereby order and allow the said Surveyors, or either of them, and such Person

or

or Persons as they or either of them shall appoint to dig, take, and carry away Gravel, Sand or Stones, out of any Waste or Common in any Parish or Village in the Neighbourhood of the said Parish of *Biggleswade*, without paying any thing for the same, to be employed in repairing and amending the Highways aforesaid, so as they do fill up the Place from whence such Gravel, Sand or Stones shall be so digged (if required by the Owner of the Soil.) Given under our Hands and Seals, &c.

Warrant to levy the Penalty on one for laying Timber on the Highways.

Bed. ff. *To the Constables of Northill in the said County of Bedford.*

WHEREAS *Richard Austin* hath this Day made Oath before us, two of his Majesty's Justices of the Peace for the County aforesaid, that *John Orsbourn* of *Northill* in the said County of *Bedford*, Carpenter, did within six Months last past lay Timber and Logs in the Highway leading from *Caldecot* to *Northill* in the said Parish of *Northill*, the said Way not being twenty Foot broad, so that the same was much obstructed, by Reason whereof he hath forfeited five Shillings, one Moiety to the said *Richard Austin*, who hath informed us of the said Offence, and the other Moiety towards amending the said Highways: These are therefore, in his Majesty's Name, to require and authorise you to levy the said Forfeiture on the Goods and Chattels of the said *John Orsbourn*, by Distress and Sale thereof, and to distribute the same as the Statute appoints. Given under our Hands and Seals, &c.

An Appointment of a Surveyor of the Highways,
by Justices of Peace.

At a special Sessions held for the Highways on the 3^d of this Instant, at the Crown in Northill in the County of Bedford.

WE whose Names are hereunto subscribed, being his Majesty's Justices of the Peace for the County aforesaid, do hereby appoint *John Smith* of *Biggleswade* in the said County, Malster, (one of the Persons mentioned in a List this Day returned to us by *Thomas Deer*, Constable of *Biggleswade* aforesaid,) Surveyor of the Highways in the said Parish, for and during the Space of one whole Year next ensuing the Date hereof. Given under our Hands and Seals, &c.

A Warrant to levy the Forfeiture for refusing to serve the Office of Surveyor.

Bed. ff. *To the Constables of the Parish of Biggleswade, and to either of them.*

WHEREAS at a Vestry held in the Parish Church of ———, on the third of this Instant *January*, *Charles Deer* of *Biggleswade* in said County, Butcher, was lawfully nominated and appointed Surveyor of the Highways, in and for your said Parish for the ensuing Year; and it having been proved before us, that the said *Charles Deer* had Notice of the said Nomination within six Days after the same; and that he hath refused to take upon him the said Office; whereby he hath forfeited 5*l.* one Moiety thereof to be paid to *Edward Dawson*, who informed us of the said Offence, and the other to be applied towards the repairing of the Highways: These are therefore, in his Majesty's Name, to require you to levy the said Forfeiture on the Goods and Chattels of the said

Charles

Charles Deer by Distress and Sale thereof, to be paid and applied as aforesaid; and that you do forthwith return to us, or some other Justice of the Peace for this County, the Names of other Persons within your Parish, fit to serve the said Office of Surveyor; that the Highways may not be neglected. Given under our Hands and Seals, &c.

Warrant to levy the Penalty for not sending Carts (and so forth) to work on the Highways.

To the Surveyors of the Highways, in the Parish of Northill.

County of *Bedford*, } **F**ORASMUCH as by your
to wit. } Complaint made this Day,
upon Oath, unto us A. B. and C. D. Esquires, two
of his Majesty's Justices of the Peace for the County
aforesaid, it appeareth unto us, That the severall Per-
sons here under-named, were by you charged (or
had Notice from you) to send each of them a Cart,
with Horses, and two able Men, to work on the
Highways, on certain Days, appointed for that Pur-
pose, in order to amend the same, according to the
Statute in that Case made and provided; and that
they have neglected, or refused so to do, for so ma-
ny Days as here under-mentioned, and severally
added to their severall Names: These are therefore
to require you forthwith to levy the respective Sums
here under-mentioned, by Distress and Sale of the re-
spective Goods and Chattels of the said severall Per-
sons; and that you employ the said Sums, when le-
vied, for and towards repairing the Highways, in
the said Parish of *Northill*, as by the said Statute is
appointed: Hereof fail not. Given, &c,

	l.	s.	d.
E. F. for neglecting, one Day, to send a Cart and two Men	1	10	0
G. H. for neglecting, two Days, to send a Cart and two Men	3	00	0
			The

The like Warrant, *mutatis mutandis*, will serve for levying the Penalty on Labourers, refusing or neglecting to work on the Highways.

Warrant to re-imburse Surveyors, for scouring Ditches by Highways.

To the Constable of ———

County of } WHEREAS it has been duly proved,
— to wit. } upon Oath, before me A. B.
Esquire, one of his Majesty's Justices of the Peace,
for the County aforesaid, that C. D. of ——— has
Lands adjoining to a Highway, in the said Parish of
— and that the Ditches thereof, by the said Highway,
and the Passages through the Banks of the said Ditches,
wanted opening and scouring, and that the Surveyors of
the Highways, for the said Parish of ——— gave Notice to
the said C. D. thereof, yet he neglected for the Space of ——— Days
to cleanse and open the same: Whereupon, the said Surveyors
set Labourers to Work in opening and cleansing the said
Ditches and Passages, whose Wages for the same came to
six Shillings, which the said C. D. hath (*upon Notice thereof from the said Surveyors*) refused or neglected
to pay: These are therefore, to require you forthwith to levy
the said six Shillings, by Distress and Sale of the Goods and
Chattels of the said C. D. rendering the Overplus, if any be,
and that you pay the same, when levied, to the said Surveyors,
or one of them, to re-imburse them the said Charges; and
hereof fail not. Given, (and so forth.)

L A.

LABOURERS.

Warrant to apprehend a Workman leaving Work unfinished.

Bed. ff. *To the Constables of the Parish of Sutton in the said County.*

WHEREAS Complaint hath been made before me, that *Andrew Baker* of *Sutton* aforesaid, Husbandman, having undertaken to perform and finish a certain Piece of Work for *Charles Dudley* of *Clifton* in the said County, Yeoman, viz. to hough eight Acres of Turnips, &c. (at so much by the Great) hath departed from and left the said Work unfinished, without any just Excuse, contrary to the Agreement, and to the very great Detriment of the said *Charles Dudley*, &c. These are therefore in his Majesty's Name, to require and authorise you to apprehend the said *Andrew Baker*, and bring him before me or some other of his Majesty's Justices of the Peace, to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

Mittimus to the House of Correction for one that refuses to go to Service.

Bed. ff. *To the Keeper of the House of Correction in and for the said County of Bedford, and also to the Constables of Warden in the same County.*

WHEREAS it hath been duly proved before me, one of his Majesty's Justices of Peace for the said County, that *John Sole* of *Southill* in the County of *Bedford* aforesaid Labourer, is a dissolute and disorderly Person, and refuses to go into Service, or employ

employ himself in any honest Way to get his Livelihood : These are therefore, in his Majesty's Name, to require and authorize you the said Constables, or one of you, forthwith to convey the said *John Sole* to the said House of Correction : And you the said Keeper are hereby required to receive him into your Custody, and him safely to keep until he shall be discharged by due Course of Law, and to give him due Correction, and hold him to hard Labour : Thereof fail not. Given under my Hand and Seal this fourteenth Day of *January*, 1754.

Commitment of a Journeyman Taylor for refusing to work for the Statute Wages.

Midd. ss. *To the Constables of the Parish of St. Clement Danes in the County of Middlesex, or either of them, and to the Keeper of the House of Correction in and for the said County.*

WHEREAS *Andrew Bell* of the Parish of *St. Clement Danes* aforesaid, within the Liberty of *Westminster*, Taylor, hath made Oath before us, two of his Majesty's Justices of the Peace for the County aforesaid, that *George Hill*, a Journeyman Taylor of the said Parish, did on *Monday* last refuse to work with the said *Andrew Bell*, for the Wages of — contrary to the Statute in that Case made : These are therefore, in his Majesty's Name, to require and authorize you the said Constables to apprehend the said *George Hill*, and bring him before us or some other of his Majesty's Justices of the Peace, to be examined concerning the Premises, and to be further dealt with according to Law. Given under our Hands and Seals, &c.

LINEN

LINEN MANUFACTURE.

Warrant to levy the Penalty for selling Ropes made
up of old and new Hemp.

To the Constable of ———

County of } **W**HEREAS it hath been duly proved
— to wit. } before me this Day, upon Oath,
that A. B. of C. in the County aforesaid did, on
the second Day of this instant *August*, at C. afore-
said, sell, (or expose to Sale; or, as the Case is) to
C. D. of C. aforesaid, a Parcel of Ropes made up of
old and new Hemp (or mixed, as the Case is) contrary
to the Form of the Statute in that Case made and
provided, by Reason whereof the said A. B. hath
forfeited the Sum of ten Shillings: These are there-
fore, in his Majesty's Name, to command and require
you, forthwith to levy the said Sum of ten Shillings,
by Distress and Sale of the Goods of the said A. B.
rendering the Overplus, if any be; and that you pay
the same, when levied, to the said C. D. who in-
formed me of the said Offence. Hereof fail not.
Given ———

A Warrant to levy the Penalty for mixing Stones or
Sand with Kelp.

To the Constable of ———

County of } **W**HEREAS it hath this Day been
— to wit. } duly proved before me upon Oath,
that A. B. of C. in the County aforesaid, did, on
the second of this Instant *August* at C. aforesaid, ex-
pose to Sale, Kelp, (or foreign Ashes; as the Case is)
mixed with Stones, (or Sand) contrary to the Form
of the Statute in that Case made and provided, by
Reason whereof he the said A. B. hath forfeited the
E e Sum

Sum of forty Shillings : These are therefore, in his Majesty's Name, to command you, forthwith to levy the said Sum of forty Shillings on the Goods and Chattels of the said A. B. by Distress and Sale thereof, rendering the Overplus, if any be ; and that you pay the same when levied (first deducting thereout, two Shillings in the Pound for yourself, for executing this Warrant) to C. D. of C. aforesaid, who informed me of the said Offence. Hereof fail not. Given—

Warrant to levy the Penalty for neglecting to bleach Cloth or Yarn according to Contract.

To the Constable of ———

County of } **W**HEREAS A. B. of C. in the
— to wit. } County aforesaid, Bleacher, was
duly convicted before me upon Oath, of neglecting
to bleach five Pieces of Hempen (or Flaxen) Cloth ;
(or twelve Pounds of Yarn, as the Case is) belonging
to C. D. of C. aforesaid, within the Time, and in the
Manner contracted for, (or of doing Damage to such
Cloth or Yarn ; or of committing Frauds or Abuses in
bleaching such Cloth or Yarn as the Case is) con-
trary to the Form of the Statute in that Case made
and provided ; by Reason whereof, I have determined
that the said A. B. shall forfeit and pay to the said
C. D. the Sum of forty Shillings : These are there-
fore, in his Majesty's Name to command and re-
quire you, forthwith to levy the said Sum of forty
Shillings on the Goods of the said A. B. by Distress
and Sale thereof, rendering him the Overplus, if any
be ; and that you pay the same when levied (first de-
ducting two Shillings in the Pound for yourself, for
executing this Warrant) to the said C. D. the Party
aggrieved. Hereof fail not. Given —

A Sum-

A Summons for a Servant to appear and be examined touching his Master's using Lime in bleaching of *Linen Cloth* or *Linen Yarn*.

To A. B. of —

County of } **T**HESE are to summon you to appear before me, at my House in C. in the County aforesaid, on the 10th Day of this Instant *August*, to be examined upon Oath, pursuant to the Statute in that Case made and provided, what you know of your Master C. D. or any other Person's using Lime, Soapers Dregs, or any Dung but Cow-Dung in the bleaching of Linen Cloth or Linen Yarn. Given under my Hand this — Day of —

Warrant for Non-appearance.

To the Constable of —

County of } **W**HEREAS A. B. of C. in the — to wit. } County aforesaid, was lately summoned by Writing under my Hand to be and appear before me, on the 10th Day of this Instant *August*, to be examined what he knew of his Master C. D. or any other Person's using Lime, Soapers Dregs, or any Dung but Cow-Dung, in the bleaching of Linen Cloth or Linen Yarn; and he having neglected to appear pursuant to the said Summons: These are therefore, in his Majesty's Name, to command and require you, to apprehend the said A. B. and to bring him before me or some other Justice of Peace for this County, to be examined as aforesaid, or farther to be dealt with according to Law. Hereof fail not. Given —

A Committal of a Person refusing to be examined upon Oath.

To the Constable of ———, and to the Keeper of the House of Correction at K ———

County of } **F**ORASMUCH as A. B. of C. in the
— to wit. } County aforesaid, was brought before me this Day, in order to be examined upon Oath, pursuant to the Statute in that Case made and provided, what he knows of his Master C. D. or any other Person's using Lime, Soapers Dregs, or any Dung but Cow-Dung in the bleaching of Linen Cloth or Linen Yarn, which he hath utterly refused to do: These are therefore, in his Majesty's Name, to command you the said Constable, safely to convey the said A. B. to the said House of Correction, and deliver him to the Keeper thereof, together with this Precept; commanding also you the said Keeper, to receive the said A. B. into the said House, and there whip him, and keep him to hard Labour, for the Space of thirty Days, unless he shall sooner submit to be examined as aforesaid. Hereof fail not at your Perils. Given——

Warrant to levy the Penalty for selling Linen or Hempen Cloth not stamped and marked.

To the Constable of ———

County of } **F**ORASMUCH as A. B. of C. in the
— to wit. } County aforesaid, hath been this Day duly convicted before me upon Oath, of selling, (or exposing to Sale) five Pieces of Linen (or Hempen) Cloth, not being stamped and marked as the Statute requires; whereby he hath forfeited the Sum of three Shillings for each Piece of Cloth so sold, (or exposed to Sale) whereof the whole Forfeiture amounts to the Sum of fifteen Shillings: These are therefore,

therefore, in his Majesty's Name, to command you, forthwith to levy the said Sum of fifteen Shillings, on the Goods of the said A. B. by Distress and Sale thereof, rendering the Overplus; and that you pay the same to C. D. of C. aforesaid, who informed me of the said Offence. Hereof fail not. Given ———

Warrant to levy the Penalty for having bleached Cloth made of High White Yarn not sealed.

To the Constable of ———

County of } WHEREAS A. B. of C. in the
— to wit. } County aforesaid, Trader (or Dealer; or reputed Trader or Dealer) in Linen (or Hempen) Cloths, was this Day convicted before me, upon Oath, of having in his Possession, (Shop, or Warehouse) one Piece of bleached Cloth made of High White Yarn, lapped, but not sealed and stamped, according to the Directions of the Statute in that Case made and provided, whereby he hath forfeited the Sum of five Shillings: These are therefore, [as in the preceding Warrant.]

From some of these *Precedents*, Warrants for other Offences against the Statute for improving the Linen and Hempen Manufactures, may easily be framed.

OATHS.

Oath of Allegiance.

I A. B. do sincerely promise and Swear that I will be faithful and bear true Allegiance to his Majesty King George the Third. *So help me God, &c.*

Oath of Supremacy.

I A. B. do swear, that I do from my Heart abhor, detest and abjure, as Impious and Heretical, that damnable Doctrine and Position, that Princes excommunicated or deprived by the Pope, or any Authority of the See of *Rome*, may be deposed or murdered by their Subjects, or any other whatsoever.

And I do declare, that no Foreign Prince, Person, Prelate, State or Potentate, hath or ought to have any Jurisdiction, Power, Superiority, Preeminence or authority Ecclesiastical or Spiritual within this Realm. *So help me God, &c.*

Declaration against Transubstantiation, &c.

I A. B. do solemnly and sincerely, in the Presence of God, profess, testify and declare, that I do believe that in the Sacrament of the Lord's Supper, there is not any Transubstantiation of the Elements of Bread and Wine into the Body and Blood of Christ, at or before the Consecration thereof, by any Person whatsoever; and that the Invocation or Adoration of the Virgin *Mary*, or any other Saint, and the Sacrifice of the Mass as they are now used in the Church of *Rome*, are Superstitious and Idolatrous. And I do solemnly in the Presence of God, profess, testify and declare, that I do make this Declaration, and every Part thereof, in the plain and ordinary Sense of the Words read unto me, as they are commonly understood by *English* Protestants, without any Evasion, Equivocation or Mental Reservation whatsoever, and without any Dispensation already granted me for this Purpose, by the Pope, or any Authority or Person whatsoever; or without any Hope of any such Dispensation from any Person or Authority whatsoever, or without thinking that I am or can be acquitted before God or Man, or absolved of this Declaration, or any Part thereof, although the Pope or any other
Person

Person or Persons, or Power whatsoever, should dis-
pence with, annul the same, or declare that it was
null and void from the Beginning.

Oath of Abjuration.

I A. B. do truly and sincerely acknowledge, pro-
fess, testify and declare, in my Conscience, be-
fore God and the World, that our Sovereign Lord
King *George* the Third, is lawful and rightful King
of this Realm, and all other his Majesty's Dominions
and Countries thereunto belonging. And I do so-
lemnly and sincerely declare that I do believe in my
Conscience, that the Person pretended to be Prince of
Wales, during the Life of the late King *James*, and
since his Decease pretending to be, and taking upon
himself the Stile and Title of King of *England*, by the
Name of *James* the Third, or of *Scotland*, by the
Name of *James* the Eighth, or the Stile and Title of
King of *Great Britain*, hath not any Right or Title
whatsoever to the Crown of this Realm, or any other
the Dominions thereunto belonging. And I do re-
nounce, refuse and abjure any Allegiance or Obedi-
ence to him: And I do swear that I will bear Faith
and true Allegiance to his Majesty King *George* the
Third, and him will defend to the utmost of my Pow-
er against all traiterous Conspiracies and Attempts
whatsoever, which shall be made against his Person,
Crown or Dignity: And I will do my utmost Endeav-
our to disclose and make known to his Majesty and
his Successors all Treasons and traiterous Conspiracies
which I shall know to be against him or any of them.
And I do faithfully promise, to the utmost of my
Power, to support, maintain and defend the Succe-
sion of the Crown against him the said *James* and
all other Persons whatsoever; which succession, by
an Act intituled, *An Act for the further Limitation of
the Crown, and better securing the Rights and Li-
berties of the Subjects*, is and stands limited to the
Princess *Sophia*, Electress and Duchess Dowager of
Hanover,

Hanover, and the Heirs of her Body, being Protestants: And all these Things I do plainly and sincerely acknowledge and swear, according to these express Words by me spoken, and according to the plain and common Sense and Understanding of the same Words, without any Equivocation, mental Evasion, or secret Reservation whatsoever: And I do make this Recognition, Acknowledgment, Abjuration, Renunciation and Promise, heartily, willingly and truly, upon the true Faith of a Christian. *So help me God.*

Affurance for Scotland.

I A. B. do in the Sincerity of my Heart assert, acknowledge and declare, that his Majesty King *George* the Third is the only lawful undoubted Sovereign of this Realm, as well *de Jure*, that is, a right King, as *de Facto*, that is, in the Possession and Exercise of the Government; and therefore I do sincerely and faithfully promise and engage, that I will with Heart and Hand, Life and Goods, maintain and defend his Majesty's Title and Government, against the pretended Prince of *Wales* and his Adherents, and all other Enemies, who either by open or secret Attempts shall disturb or disquiet his Majesty in the Possession and Exercise thereof.

Declaration of Fidelity to be taken by Quakers.

I A. B. do solemnly and sincerely promise and declare that I will be true and faithful to King *George* the Third: and do Solemnly, sincerely and truly profess, testify and declare, that I do from my Heart abhor, detest and renounce, as Impious and Heretical, that wicked Doctrine and Position, that Princes excommunicated or deprived by the Pope, or any Authority of the See of *Rome*, may be deposed or murdered by their Subjects or any other whatsoever; and I do declare that no foreign Prince, Person, Prelate, State or Potentate, hath or ought to have any Power,
Juris-

Jurisdiction, Superiority, Preeminence or Authority Ecclesiastical or Spiritual within this Realm.

Quaker's Profession of Faith.

I A. B. profess Faith in God the Father, and in Jesus Christ his Eternal Son, the true God, and in the Holy Spirit, one God Blessed for evermore : And do acknowledge the Holy Scriptures of the Old and New Testament to be given by Divine Inspiration.

Quaker's Affirmation.

I A. B. do declare in the Presence of Almighty God, the Witness of the Truth of what I say.

Instead of the solemn Affirmation required of the Quakers by the 7 & 8 W. 3. they are by this Statute allowed to leave out the Word *God*, and to make their Affirmation in the Words following, *viz.*

I A. B. do solemnly, sincerely and truly declare and affirm.

Constable's Oath.

YOU shall well and truly according to your Knowledge, Power and ability, execute the Office of a Constable, so long as you shall continue in that Office.

High Constable's Oath.

YOU shall well and truly serve our Sovereign Lord King *George* the Third, in the Office of a Constable in and for the Hundred of Wixamtree, for the Year ensuing, or until you shall be thereof discharged, according to due Course of Law : You shall well and truly do and execute all Things belonging to

to the said Office according to the best of your Knowledge. *So help you God.*

High Constable's Oath when he delivers in his Presentments.

YOU shall true Presentment make to the Grand Inquest of all Offences and Misdemeanors done or committed within your Hundred, and which are in any wise come to your Knowledge, and belonging to you to present, without any Concealment.

Oath to a Witness upon his Examination.

YOU shall true answer make to all such Matters as shall be demanded of you concerning a Felony with which *Adam Bell* is charged; you shall speak the Truth, the whole Truth, and nothing but the Truth.

Oath of an Exciseman and Gauger.

YOU shall swear to execute the Office of a Gauger of the Excise faithfully and truly without Favour or Affection, and shall make and deliver a true Account from Time to Time to such Person or Persons as his Majesty shall appoint to receive the same, and shall take no Reward or Fee for the Execution of the said Office, from any other Person than from his Majesty, or those whom his Majesty shall appoint in that Behalf.

He must also at the same Time take the Oaths of Allegiance and Supremacy.

Oath taken by the Grand Jury.

YOU as Foreman of the Grand Inquest for the Body of this County of *Bedford*, shall diligently enquire and true Presentment make of all such Matters

Matters and Things which shall be given to you in Charge ; his Majesty's Counsel, your Fellows and your own you shall keep secret : you shall not present any Person for Envy, Hatred or Malice, nor conceal any Truth for Fear, Favour, Affection, Reward, Gain or Hope, but you shall in all Things, to the best of your Skill and Knowledge, present the Truth, the whole Truth, and nothing but the Truth.

The rest of the Jury by Three.

THE same Oath which A. B. your Foreman hath taken on his Behalf, you and every of you shall well and truly observe and keep on your Parts.

Warrant to summon a Person to take and subscribe the Oath of Abjuration.

To the Constable of ———

County of } YOU are hereby required, upon
— to wit. } Sight hereof, to summon A. B. of
C. in the said County, to be and appear before us C.
D. and E. F. Esqrs. two of his Majesty's Justices of
the Peace for the said County, at the House of G. H.
in C. aforesaid, on *Wednesday* next, by twelve of the
Clock in the Forenoon, to take and subscribe the
Oath of abjuration, according to the Form of the
Statute in that Case made and provided ; and be you
there likewise to shew how you have executed this
Præcept. Given ———

Committal

Committal for refusing ——— and not paying forty Shillings.

To the Keeper of his Majesty's Gaol at K. in the County of——

County of } WE C. D. and E. F. Esquires, two
— to wit. } of his Majesty's Justices of the
Peace for the said County, do, by this our War-
rant, commit to your Custody the Body of A. B.
of C. in the said County, Gent. for refusing to take
and subscribe the Oath of Abjuration, as the same
is required by the Statute made in this Kingdom, in
the eighth Year of the Reign of the late Queen Anne,
intituled, *An Act for explaining and amending an Act,*
intituled, An Act to prevent the further Growth of
Popery; which said Oath was lawfully tendered to
the said A. B. and for that he hath refused to pay
the Sum of forty Shillings (as by the said Statute is
directed) to the Churchwardens (or Overseers of the
Poor) of the Parish of C. aforesaid, for the Relief of
the Poor of the said Parish; commanding you the
said Keeper to receive the said A. B. into your Custody,
and him safely to keep, without Bail or Main-
prize in the said Gaol, for the Space of three Months,
or, until he shall take the said Oath; and for your so
doing, this shall be your sufficient Warrant. Given
under our Hands and Seals, ———

ORCHARDS.

O R C H A R D S.

Warrant to search for People suspected of robbing
an Orchard.

Bed. ff. *To the Constables of Northhill in the said
County.*

WHEREAS it appears to me, upon the Complaint of *Owen Thomas Broomfall*, Esq; that on *Saturday* Night last his Garden in your Town was robbed of a great Number of Peaches and other Fruit, and that he hath just Reason to suspect some idle dissolute Persons in your Parish to have committed the said Fact: These are therefore in his Majesty's Name, to require and authorize you, and either of you on Sight hereof, that you make diligent Search in all and every the Houses, Out-houses, and Places belonging to such Persons, and upon finding any such Fruit, to seize the same, and also to bring such Persons, in whose Possession the same shall be found, before me or some other of his Majesty's Justices of the Peace for this County, to answer the said Complaint. Given under my Hand and Seal this first Day of *September*, 1753.

Warrant to whip a Person for robbing a Garden.

Bed. ff. *To the Constables of Northhill in the said
County.*

WHEREAS it hath been duly proved before me, that *James Deer* of *Northhill*, afore said, Labourer, did on the 21st Day of *August* last rob the Gardens of *Owen Thomas Broomfall*, Esq; in your said Parish, contrary to the Laws in that Case made and provided: And whereas it appears to me that the said *James Deer* is not able to make Satisfaction for the

F f

Wrong

Wrong he hath done as aforesaid : These are therefore, in his Majesty's Name to require and authorize you the said Constables, and either of you, to cause the said *James Deer* to be publickly whipped in your said Parish of *Northill*, as the Law in that Case requires. Given under my Hand and Seal, &c.

The same Proceedings for stealing standing Corn or breaking Hedges.

P A P I S T S.

Warrant to make Search after and seize Arms in the Possession of Papists,

Bed. ff. *To the Constables of Warden in the said County of Bedford.*

WHEREAS we have received Information by *Edward Fuller* of *Sutton* in the said County, Taylor, that there are great Quantities of Arms, Ammunition, &c. lodged and concealed in the House of *Abraham Brotherton* of *Warden* aforesaid, Esq; a Papist, or reputed Papist, contrary to the Laws in that Case made : These are therefore, in his Majesty's Name, to require and authorize you immediately, upon the Receipt hereof, to make diligent Search in the Day-time in the Houses and Out-houses of the said *Abraham Brotherton*, or other suspected Places as you shall think fit ; and if upon your Search you find any Arms, Ammunition, &c. that then you seize the same for the Use of the King, and bring them to us or some other of his Majesty's Justices of the Peace for this County, to be delivered at the next Quarter-Sessions to be holden for this County, for his Majesty's Use. Given under our Hands and Seals, &c.

Warrant

Warrant of Commitment of Papists concealing
Arms, &c.

Bed., ff. *To the Constables of Luton in the said
County of Bedford, and to the Keeper
of his Majesty's Gaol in and for the
said County:*

WHEREAS *Adam Bell* and *Christopher Deer* of
Luton aforesaid, Papists, or reputed Papists,
having lately refused to appear before us, two of his
Majesty's Justices of the Peace for the County of *Bed-
ford*; and whereas the Houses and Out-houses of the
said *Adam Bell* and *Christopher Deer*, on *Thursday* the
12th of this Instant *July*, were searched for the Dis-
covery of Arms, Ammunition, &c. as the Statutes di-
rect, by Virtue of our Warrant for that Purpose,
and no Arms, Ammunition, &c. were found in the
said Search; and whereas *Landey Godfrey* of *Sutton*
aforesaid, Weaver, hath made Information before us,
that in the Bedchamber of the said *Adam Bell*, on the
12th of this Instant *July*, the Day of the Search
made, after the same was over, he saw two Guns,
two Cases of Pistols, and other warlike Weapons
concealed; and that in the House of the said *Chris-
topher Deer*, in a Closet there, two Swords and three
Pair of Pistols were concealed, contrary to the Sta-
tutes in that Case made: These are therefore, in his
Majesty's Name, to require and authorize you to ap-
prehend the said *Adam Bell* and *Christopher Deer*, and
to convey them to the Gaol aforesaid: And you the
said Keeper are hereby required to receive them the
said *Adam Bell* and *Christopher Deer* into your Custody,
and them there safely to keep for the Space of three
Months, without Bail, and until they shall be dis-
charged by due Course of Law, and also to seize the
Arms concealed as aforesaid. Given under our
Hands and Seals, &c.

Warrant to apprehend a Popish Priest, for marrying,
contrary to Law.

To the Constable of ———

County of } **W**HEREAS A. B. of C. in the
— to wit. } County aforesaid, a *Protestant*,
hath this day made Oath before me, that C. D. a
Popish Priest, married him the said A. B. to G. H.
contrary to Law. These are therefore, in his Ma-
jesty's Name, to command you forthwith to take and
apprehend the said C. D. and bring him before me
or some other of his Majesty's Justices of the Peace,
for the said County, to be dealt with according to
Law: Hereof fail not. Given ———

Committal of a Popish Priest, for marrying con-
trary to Law.

To the Keeper of his Majesty's Gaol at K. in the
County of ———

County of } **I** Send you herewith the Body of C. D.
— to wit. } charged to be a *Popish* Priest, and
charged with the felonious marrying of A. B. to
G. H. contrary to Law: These are therefore, in
his Majesty's Name, to command you upon Sight
hereof, to receive the said C. D. into your Custody,
and him safely to keep in the said Gaol, until he
shall be thence delivered by due Course of Law. —
Hereof fail not. Given ———

PEACE.

P E A C E.

Warrant to apprehend one for breaking of the Peace.

Bed. ff. *To the Constables of Northill in the said County of Bedford.*

WHEREAS Complaint hath been made before me, that *John Smith* of *Northill* aforesaid, Barber, is a Person of a lewd Life and Conversation, and a common Disturber of the Peace. These are therefore, in his Majesty's Name, to require and authorize you forthwith to bring the said *John Smith* before me or some other of his Majesty's Justices of the Peace, to answer unto such Matters as shall be objected against him by *Robert Peters* of *Warden* in the said County of *Bedford*, Yeoman; and also that you require him the said *John Smith* to bring sufficient Sureties for his Good Behaviour until the next General Quarter Sessions for the Peace to be holden for the said County of *Bedford*: And hereof fail not. Given under my Hand and Seal, &c.

This is founded on the Authority given to Justices of the Peace by their Commission, which see before.

Warrant to apprehend Persons for beating another, and to warn them to bring Sureties for good Behaviour.

Bed. ff. *To the Constables of the Parish of Roxton, in the said County of Bedford, or either of them*

WHEREAS Complaint hath been made before me, by *William Sharp* of *Roxton* aforesaid, Labourer, that on the eighth Day of this Instant *May*, he was assaulted and dangerously wounded by *Nicholas*
 F f 3 *Huckle*

Huckle of Roxton aforesaid, single Man, and *Henry Huckle* of the same Parish, Blacksmith :

These are therefore, in his Majesty's Name, to require and authorize you and either of you, forthwith to apprehend the said *Nicholas Huckle* and *Henry Huckle*, and bring them before me or some other of his Majesty's Justices of the Peace for this County, to answer the Premises ; and you are also to warn the said *Nicholas Huckle* and *Henry Huckle*, to bring sufficient Sureties with them for their good Behaviour until the next General Quarter-Sessions of the Peace to be holden for the said County of *Bedford* : And hereof fail not. Given under my Hand and Seal, &c.

Founded on their Commission.

Warrant to apprehend Persons rescuing their Cattle from going to Pound.

Bed. ff. *To the Constables of the Hamlet of Motheranger, in the Parish of Blunham, in the said County of Bedford.*

WHEREAS Complaint was this Day made before me by *John Coolidge* of *Motheranger* aforesaid, Yeoman, and *Mary Parkins* of the same Place, Widow, that on the eighth Day of this instant *June*, *John Perry* of *Motheranger* aforesaid, Bricklayer, and *Mary Barber*, the Wife of *John Barber* of the same Place, and divers other Persons unknown, did in a violent and riotous Manner unlawfully rescue from the said *John Coolidge* and one *George Dennis*, Servants of the said *Mary Parkins*, seven Cows, as they the said *John Coolidge* and *George Dennis* were driving them to the Pound for a Trespass committed on their Lands by the said Cattle :

These are therefore, in his Majesty's Name, to require and authorize you to bring the said *John Perry* and *Mary Barber* before me or some other of his Majesty's

Majesty's Justices of the Peace, to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

This is founded on the Authority given to Justices of the Peace by their Commission.

Warrant to apprehend one for threatening to burn a House.

Bed. ff. *To the Constables of the Parish of Potton in the said County of Bedford, and either of them.*

WHEREAS *Nicholas Aptborp* of your said Parish, Apothecary, was on the Day of the Date hereof charged upon Oath before me by *Joseph Cooper* of *Caldecot* in the Parish of *Northill* in the said County of *Bedford*, Husbandman, with threatening to burn the Dwelling-house of *John Mordant*, Gent. situate in *Caldecot* aforesaid; and whereas the said *John Mordant* hath also made Oath before me, that he is really afraid that the said *Nicholas Aptborp* will put his said evil Design in Execution, and set Fire to his said House if not timely prevented.

These are therefore, in his Majesty's Name, to require and authorise you and either of you, to apprehend the said *Nicholas Aptborp*, and bring him before me and Sir *William Smith*, two of his Majesty's Justices of the Peace for the said County, at the Mansion-House of the said Sir *William Smith*, situate in *Warden* in the County of *Bedford* aforesaid, on *Friday* the sixth of this instant *December*, to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal, this fifth Day of *December*, 1753.

The same may be granted where a Person threatens to kill, beat or wound another.

The Offender to give Sureties to appear at the next Sessions, and in the mean Time to keep the Peace, or be committed.

Warrant

Warrant to the High Constables to apprehend the Petty Constable for Breach of Peace.

Bed. ff. *To the High Constables of the Hundred of Biggleswade in the said County of Bedford, and either of them.*

WHEREAS Complaint hath been made before me by *Ralph Emmerson* of *Temsford* in said County of *Bedford*, Gent. that *William Warren* of *Temsford* aforesaid, Taylor, Constable of the said Parish, hath committed a notorious Breach of the Peace on the Person of the said *Ralph Emmerson*, by beating and abusing him when he had him in his Custody on the 27th of this instant *November*, and was then also guilty of profane Cursing and Swearing.

These are therefore, in his Majesty's Name, to require and authorize you, and either of you, to apprehend the said *William Warren*, and bring him before me or some other of his Majesty's Justices of the Peace, to be examined concerning the Premises, and to be further dealt with according to Law. Given under my Hand and Seal this 28th Day of *November*, 1753.

This is by Virtue of their Commission.

Mittimus for want of Sureties for the Peace.

Bed. ff. *To the Keeper of his Majesty's Gaol in and for the said County of Bedford, or to his Deputy there, and to the Constables of the Parish of Southill in the said County.*

WHEREAS *Joseph Adams* of *Clifton* in the County of *Bedford* aforesaid, Blacksmith, was this Day brought before me, one of his Majesty's Justices of the Peace for the said County, and charged upon Oath, by *Oliver Bond* of *Southill* aforesaid, Carpenter,

Carpenter, with assaulting him the said *Oliver Bond*, and committing divers Misdemeanors against his Majesty's Peace: And whereas the said *Joseph Adams* hath not brought before me sufficient Sureties to enter into Recognizances to our Sovereign Lord the King for the said Offence, according to the Statute in that Case made and provided: These are therefore, in his Majesty's Name, to require and authorise you the said Constables, or one of you, to take the said *Joseph Adams*, and convey him to the said Gaol; and you the said Keeper are hereby required to receive the said *Joseph Adams* into your Custody and him safely to keep until he shall be discharged by due Course of Law. Given under my Hand and Seal this 20th Day of *April*, 1754.

This by Virtue of their Commission.

An Information of a Person swearing the Peace, with the Warrant to apprehend him, and the Mittimus thereon for want of Sureties.

Bedfordshire, } **A.** B. of *Potton* in this County of
— to wit. } **A.** *Bedford*, Labourer, maketh
Oath before me C. D. Esq; one of his Majesty's
Justices of the Peace for this County, as follows,
to wit, That on the sixth Day of this instant *October*
E. F. of *Temsford* in the said County of *Bedford*,
Blacksmith, did then and there assault, beat or wound,
and evil intreat him this Informant, without any just
Provocation for the same, and that he hath just Cause
to fear that the said E. F. will assault, beat, wound or
kill him, or do him some bodily Harm, and he now
desires that the said E. F. may be obliged to find Sure-
ties of the Peace, not out of any evil Will, Malice,
Hatred or Revenge, but purely for the Preservation
of his Person from Danger and Harm.

A. B.

The

The Warrant.

To, &c.

Bedford, } WHEREAS A. B. of, &c. hath taken
to wit. } his Oath before me, one of his
Majesty's Justices of the Peace, that (*as above to bodily
Harm :*) These are therefore, &c. Given, &c.

The Mittimus.

To, &c.

Bedford, } WHEREAS (*reciting as afore-menti-*
to wit. } *oned :*) These, &c. (*as before*)
Given, &c.

The Form of a Supersedas for the Peace may be thus.

County of Dub- } A. B. Esq; one of the Justices
lin, to wit. } of Peace of our Sovereign
Lord the King's Majesty within the County of Dub-
lin, To the Sheriff, Bailiffs, Constables, and other
the faithful Ministers and subjects of our said Sove-
reign Lord within the said County, and to every of
them, sendeth Greeting: Forasmuch as A. B. of, &c.
Yeoman, hath personally come before me, at, &c.
and hath found sufficient Surety (that is to say, C. D.
and E. F. &c. Yeomen, either of which hath under-
taken for the said A. B. under the pain of twenty
Pounds, and the said A. B. hath undertaken for
himself under the Pain of forty Pounds) that he
the said A. B. shall well and truly keep the Peace
towards our said Sovereign Lord, and all his liege
People, and especially towards G. H. of, &c. Yeoman.
And also that he shall personally appear before
the Justices of the Peace of our said Sovereign Lord,
at the next General Sessions of the Peace, to be hol-
den for the said County of Dublin: Therefore, on
Behalf of our said Sovereign Lord, I command you,
and every of you, that you utterly forbear, and sur-
cease

RECOGNIZANCES.

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cease to arrest, take, imprison, or otherwise, by any Means, for the said Occasion, to molest the said A. B. and if you have, for the said Occasion, and for none other, taken and imprisoned him, that then you do cause him to be delivered, and set at Liberty, without further Delay. Given at D. under my Seal, this last of July, &c,

RECOGNIZANCES.

The Manner of acknowledging Recognizances.

		<i>l.</i>	<i>s.</i>	<i>d.</i>
Bed. ff.	} <i>W. O.</i> of, &c. in	10	0	0
14th June,		10	0	0
1754.		10	0	0

YOU *William Odell, Humphry Osburn and Thomas Woodham*, do severally acknowledge to owe to our Sovereign Lord the King ten Pounds a-piece, to be levied on your respective Goods and Chattles, Lands and Tenements, for the Use of his Majesty, his Heirs and Successors, if Default shall be made in the Condition under-written.

Condition to appear and prosecute at the Assizes.

THE Condition of this Recognizance is such that if the Parties above-bouden shall appear at the next Assizes, and give Evidence against *William Evans* for the Felony and Burglary committed in the Dwelling-house of *William Jackson* of *Brook-End*, in the Parish of *Sandy* in the County of *Bedford*, on the 10th of this instant *June*; then the Recognizance to be void, or else to remain in full Force,

Another

Another Condition to appear and prosecute.

THE Condition of this Recognizance is such, That whereas *Andrew Bell* of *Porton*, in the said County of *Bedford*, Labourer, was this present Day brought before me by the above bounden *David Edwards*, Barber, and was by him charged with the felonious taking of twenty Sheep, the Goods of him the said *David Edwards*, and thereupon was committed by me to the common Gaol; if therefore the said *David Edwards*, shall and do, at the next Gaol-Delivery to be holden in and for the said County, prefer, or cause to be preferred, one Bill of Indictment of the said Felony against the said *Andrew Bell*, and shall then also give Evidence there, concerning the same, as well to the Jurors, that shall then inquire of the Felony, as also to the Jurors that shall pass upon the Trial of the said *Andrew Bell*; then this Recognizance to be void, or else to stand in full force.

Condition for Appearance and to keep the Peace.

THE Condition of this Recognizance is such, That if the above-bounden C. D. shall personally appear at the next General Quarter Sessions of the Peace to be holden in and for the County of *Bedford*, to answer what shall be then and there objected against him by H. J. on his Majesty's Behalf; and shall in the mean Time keep the Peace towards the said H. J. and all other his Majesty's liege People; then this Recognizance to be void, or else to remain in full Force.

Condition for Appearance and good Behaviour.

THE Condition of this Recognizance is such, That if the above-bounden *John Smith* shall personally appear at the next General Quarter-Sessions of the Peace to be holden for the said County of *Bedford*,

sord, to do and receive what shall be then and there enjoined him by the Court, and in the mean Time that he be of good Behaviour towards our Sovereign Lord the King and all other the People of this Kingdom; and then this Recognizance to be void, or else to remain in full Force.

If it be for the Peace, then say,

TO answer unto such Matters as shall be objected against him by *Thomas Pope* of *Northill* aforesaid, and to do and receive what shall be then and there enjoined by the Court, and in the mean time to keep the Peace of our Sovereign Lord the King, as well towards his Majesty, as all his liege People, and especially towards the said *Thomas Pope*, or shall not do or procure to be done, any bodily Hurt to him; that then this Recognizance to be void, or else to remain in full Force.

Taken and acknowledged
the Day and Year aforesaid,
before us,

H. P.
R. B.

Condition to prosecute a Felon.

THE Condition of this Recognizance is such, That whereas *James Freeman* of *Clifton* in the said County of *Bedford*, Taylor, was this present Day brought before me, and charged by the said *John Sole* with the felonious taking of fifteen Sheep, being the Goods of him the said *John Sole*; if therefore the said *John Sole* do at the next Goal-Delivery to be holden in the County aforesaid, prefer or cause to be preferred one Bill of Indictment of the said Felony against the said *James Freeman*, and do also then and there give Evidence concerning the same, as well to the Jurors that shall inquire thereof on the Part of our Sovereign Lord the King, as also to the

G g

Jurors

Jurors that shall pass upon the Trial of the said *James Freeman* for the same; then this Recognizance to be void, or else to remain in full Force.

Taken, &c.

T. B.

Condition for appearing at the Sessions.

THE Condition of this Recognizance is such, That if the within bounden *Andrew Wells* shall make his personal Appearance before his Majesty's Justices of the Peace, at the next Quarter-Sessions of the Peace to be holden for the said County of *Bedford*, then and there to answer unto such Matters, as on his Majesty's Behalf shall be objected against him (by *Andrew Bell* of, &c. or concerning, &c.) and shall also stand to and abide such farther Orders as the said Court shall award therein; that then and from thenceforth this present Recognizance shall be void, or else to remain in full Force and Virtue.

Condition for Appearance of one suspected of Felony.

THE Condition of this Recognizance is such, That if the above-bound *John Sans* shall and do personally appear at the next General Quarter-Sessions of the Peace to be holden for the said County of *Bedford*, then and there to answer such Matters as shall be objected against him on his Majesty Behalf, by *Thomas Parrot* of *Sutton* in the said County, Barber, concerning the felonious taking of three Sheep, being the proper Goods of the said *Thomas Parrot*, of which the said *John Sans* is suspected; and also shall abide such Orders as the said Court shall make in the Premises; then this Recognizance to be void, or else to remain in full Force.

Condition

Condition for the putative Father of a Bastard, to appear at the Sessions.

THE Condition of this Recognizance is such, That whereas the above-bound *James Langford*, Labourer, is charged upon Oath, by *Anne Farmer* of *Potton*, in the County of *Bedford*, above-said, single Woman, to have had the carnal Knowledge of her Body at several Times, and that the said *Anne Farmer* is now with Child by him the said *James Langford*; which Child, when born, will be a Bastard: If therefore the said *James Langford* shall personally appear before his Majesty's Justices of the Peace for the said County, at the next General Quarter-Sessions of the Peace to be holden for the said County of *Bedford*, then and there to abide and receive what shall be enjoined by the said Court concerning the Premises, and in the mean Time be of good Behaviour; that then this Recognizance to be void, or else to remain in full Force.

R I O T E R S.

COMMITMENT OF RIOTERS.

Bed. II. To the Constables of the Parish of Potton, in the said County of Bedford, and to the Keeper of his Majesty's Gaol in and for the said County.

WHEREAS it hath been duly proved before us, two of his Majesty's Justices of the Peace for this County, that *Edward Fish*, *George Hill* and *John King* of *Sutton*, in the said County, did, on *Monday* the 30th of this instant, *July*, assemble together with divers other Persons, in a riotous and unlawful Manner, at *Potton*, aforesaid, to the Terror of the People, and against the Peace, whereby several Persons

were bruised and wounded, particularly *James Smart* of *Potton* aforesaid, Shoemaker, and *John Davis* of the same, Tanner: These are therefore, in his Majesty's Name, to require and authorize you the said Constables, to convey the said *Edward Fish*, *George Hill* and *John King*, to the Common Gaol in and for the County aforesaid: And you the said Keeper are hereby required to receive them into your Custody, and them safely to keep until they shall be from thence delivered by due Course of Law. Given under our Hands and Seals, &c.

S A B B A T H.

Warrant to levy the Penalty for exposing Goods to Sale on a *Sunday*.

Bed. ff. *To the Constables of Statfold in the County aforesaid.*

WHEREAS it hath been duly proved before me, that *John Orsburn* of *Statfold*, aforesaid, did on *Sunday*, the 9th Day of *June* last past, expose Apples, &c. to Sale in your said Parish, contrary to the Statutes in that Case made and provided; whereby he hath forfeited the said Goods to Use of the Poor of the said Parish, &c. These are therefore, in his Majesty's Name, to require and authorize you forthwith to seize the said Goods so exposed to Sale, as aforesaid, and that you sell the same, and employ the Money arising by such Sale, to the Use of the Poor of your Parish: And hereof fail not at your Peril. Given under my Hand and Seal, &c.

Crying and selling of Milk, and Works of Necessity and Churity are excepted.

Warrant

Warrant to levy the Penalty on a Carrier for travelling on a Sunday.

Bed. ff. *To the Constables of the Parish of Shefford, in the said County of Bedford.*

WHEREAS it was this Day proved before me, that *Charles Dodd* of *Shefford* aforesaid, common Carrier, on the 8th of this Instant *July*, being *Sunday*, did with Pack-horses [or Waggon] travel into and through the said Parish of *Shefford*, contray to the Statutes in that Case made: These are therefore in his Majesty's Name to require and authorize you forthwith to levy the Sum of 20s. on the Goods of the said *Charles Dodd*, which he hath forfeited for his said Offence, and that you do employ the same, when received, for the Use and Relief of the Poor of your said Parish of *Shefford*. Given under my Hand and Seal, &c.

S E R V A N T S.

Warrant and Commitment of idle Persons refusing to go to Service.

Bed. ff. *To the Constables of Biggleswade in the said County of Bedford, and to the Keeper of the House of Correction in and for the said County.*

WHEREAS *William Brown* of *Warden* in the County aforesaid, Esq. did on *Monday* last issue out a Warrant directed to the Church-wardens and Overseers of the Poor of the Parish of *Biggleswade* aforesaid, requiring them to give Warning to *Edward Fish* and *George Hill* (who then lived idly in the said Parish, not having any visible Estate, or lawful Way

to maintain themselves) to go to Service by the 10th of *June* now last past: And whereas the said Church-wardens and Overseers have this Day represented unto us, that they gave Notice to the said *Edward Fish* and *George Hill*, to provide themselves with Services accordingly, but that they refused and neglected to do the same, and continue still to live idly, contrary to the Statutes in that Case made: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *Edward Fish* and *George Hill*, and to convey them to the House of Correction, and deliver them to the Keeper thereof: And you the said Keeper are hereby required to receive them into your Custody, and them there safely to keep until they shall be from thence discharged by due Course of Law. Given under our Hands and Seals, &c.

Warrant to apprehend one for abusing his Servant.

Bed. ff. *To the Constables of Roxton in the said County of Bedford.*

WHEREAS Complaint hath been made before us, by *Thomas Hall* of *Roxton*, Servant to *Joseph Robinson*, Farmer, that he the said *Thomas Hall* hath been beaten and abused by his said Master *Joseph Robinson*, and by *Mary Robinson* his Mistress, in a most cruel and barbarous Manner: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *Joseph Robinson* and *Mary* his Wife, and to bring them before me or some other of his Majesty's Justices of the Peace to be examined concerning the said Complaint, and to be further dealt with according to Law. Given under my Hand and Seal, &c.

A Sum-

A Summons to a Master refusing to pay Servants Wages.

To Mr. A. B.

County of } **F**ORASMUCH as Complaint hath
— to wit. } been made unto me this Day, upon
Oath, by C. D. your Servant, (or Day Labourer, or as
the Case is) that he being lawfully hired by you, serv-
ed you for the Space of — and that you justly
owe him — for Wages due him on the second
Day of this instant *August*, and that you refuse or ne-
glect to pay the same : These are therefore, to sum-
mons you to appear before me at my Dwelling-house
at C. in the County aforesaid, on *Friday* next, being
the sixteenth day of this instant *August*, by ten of the
Clock in the Forenoon, to answer the Premises.—
Given under my Hand —.

A Warrant for levying Wages.

To the Constable of —

County of } **W**HEREAS Complaint was made
— to wit. } before me upon Oath, by C. D.
Servant of A. B. of C. in the County aforesaid, that
he being lawfully hired by his said Master, did serve
him for the Space of — and that the said A. B. re-
fused to pay the Wages justly due to his said Servant ;
and it having also been proved before me this Day,
upon Oath, that the said A. B. was duly served with
a Summons to appear before me, to shew Cause why he
refused to pay the same ; and he having appeared,
or neglected to appear, or to pay the said Money, I
proceeded this Day to the hearing of the said Com-
plaint, and do find and adjudge that there is owing
from the said A. B. to his said Servant the Sum of
— for Wages due on the second Day of this in-
stant *August* : These are therefore, in his Majesty's
Name,

Name, to command and require you, to ask and demand the said Sum of ——— from the said A. B. and if the same shall not be paid you within six Days after the Date hereof, then to levy the same by Distress and Sale of his Goods, rendering to him the Overplus (if any be) after deducting six Pence for the said Summons, six Pence for this Warrant, and twelve Pence for your own Pains in levying the same, and that you pay it when received or levied to the said C. D. Hereof fail not. Given, &c.

Warrant to apprehend one for running away from his Master.

Bed. ff. *To the Constables of Sandy in the County aforesaid.*

WHEREAS *William Godfrey*, being lawfully hired and retained in the Service of *William Newtown* of *Sandy* aforesaid, Husbandman, for the Space of one whole Year, is lately departed from his said Service, without the Leave of his Master, and before the End of the said term: These are therefore, in his Majesty's Name, to command you, &c. that you apprehend the said *William Godfrey*, and bring him before me or some other of his Majesty's Justices of the Peace for this County to find sufficient Sureties faithfully to serve his said Master according to the Agreement between them; and if he shall refuse so to do, that then you cause him to be conveyed to the Common Gaol of the said County, there to remain till he shall find such Surety as aforesaid.— Given under our Hands and Seals, &c.

Warrant

Warrant to apprehend a disorderly Servant.

Bed. ff. *To the Constables of the Parish of Potton in the said County of Bedford, and either of them.*

WHEREAS Complaint hath been made before me, by Mrs. *Ann Barber* of your said Parish of *Potton*, Widow, that *Robert Cowper*, her Servant, hath several Times refused to obey her lawful Commands, and given abusive language to herself, and such Gentlemen and Ladies as resort to her House, and hath also frequently been drunk, neglected her Service, and otherwise behaved himself in a disorderly Manner.

These are therefore to require and authorize you, and either of you, to apprehend the said *Robert Cowper*, and bring him before me or some other of his Majesty's Justices of the Peace, to answer the Premises, and to be further dealt with according to Law. Given under my Hand and Seal this 26th Day of *June*, 1754.

Warrant to punish a Servant for assaulting his Master.

Bed. ff. *To the Constables of Sandy in the said County of Bedford.*

WHEREAS *Andrew Butterfield* and *Christopher Dudley* of *Sandy* aforesaid, have this Day made Oath before me, that *Edward Fuller*, Servant or Workman to *Lawrence Monk* of the said Parish, did on *Saturday* last assault and beat his said Master *Lawrence Monk*, at *Sandy* aforesaid, against the Peace and contrary to the Statutes in that Case made and provided: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *Edward Fuller*, and to bring him before me, with two sufficient Sureties to be bound for his Appearance
at

at the next Quarter-Sessions, and in the mean Time to keep the Peace; or in Default of his finding such Sureties, to convey him to the common Gaol in and for the said County of *Bedford*, there to remain until he shall be from thence legally discharged. Given under my Hand and Seal, &c.

Warrant against a Servant for refusing to work on Days not allowed as Holy-Days.

To the Constable of ———

County of } **W**HEREAS Complaint hath been
— to wit. } made unto me, that C. D. Servant to E. F. of C. in the County aforesaid, hath lately refused to work on several Days allowed by the Laws of this Realm for Work and Labour: These are therefore, in his Majesty's Name, to command and require you to apprehend the said C. D. and bring him before me, or some other Justice of Peace for this County, to answer the said Complaint, and that you give Notice to the said E. F. that he may be present to make good the same. Hereof fail not. Given—

Warrant to whip a common Labourer for not paying the Forfeiture.

To the Constable of ———

County of } **W**HEREAS C. D. of C. in the
— to wit. } County aforesaid, being a hired Labourer of E. F. of C. aforesaid, was duly convicted before me, for that he refused to work (for usual Wages) on *Monday* the fourth Day of this instant *August*, being a Day allowed by the laws of this Realm for Work and Labour, by Reason whereof he hath forfeited the Sum of two Shillings to the Poor of the Parish of C. aforesaid; and forasmuch as the said C. D. hath not paid the said two Shillings to the Church-wardens

Wardens of the said Parish of C. for the Use of the Poor thereof, according to my Order and Appointment in that Behalf: These are therefore, in his Majesty's Name, to require you, within Twenty-four Hours after Receipt hereof, publickly to whip the said C. D. within your said Parish. Hereof fail not. Given, &c.

Mittimus to send a Servant to the House of Correction for lying out of his Master's House.

Bed. ff. *To the Constables of the Parish of Northill in the said County of Bedford, and to the Keeper of the House of Correction in and for the said County.*

WHEREAS it hath this Day been duly proved before me, that *John Simms*, Servant of *George Radley* of the Hamlet of *Caldicot*, in the said Parish of *Northill*, Yeoman, hath absented himself from his Master's Service, lain out of his said Master's House for several Nights, refused to obey his lawful commands, and otherwise behaved himself in a disorderly Manner:

These are therefore, in his Majesty's Name, to require and authorize you, the said Constables, to take the said *John Simms*, and convey him to the said House of Correction; and you the said Keeper are hereby required to receive him into your Custody, and to detain him for one Week, from the Date hereof; and in the mean Time to give him the Correction of the House, and to keep him to hard Labour. Given under my Hand and Seal, &c.

SWEAR-

SWEARING.

Warrant to levy the Penalty for Swearing, or set the Offender in the Stocks.

Bed. ff. *To the Constables of the Parish of Sandy in the said County of Bedford, and either of them,*

WHEREAS *Alexandar Stuart*, Labourer, was this Day duly convicted before me, of profanely Swearing and Cursing five several Times, on *Friday* the 24th of this instant *May*, at your said Parish of *Sandy*, whereby he hath forfeited to the Use of the Poor of the said Parish, the Sum of one Shilling for every of the said Offences: These are therefore to require and authorize you forthwith to levy the said forfeitures amounting in the Whole to the Sum of five Shillings, upon the Goods and Chattles of the said *Alexander Stuart*, by Distress and Sale of the same; and that you pay the said Sum of five Shillings, when levied, to the Church-wardens and Overseers of the Poor of the said Parish of *Sandy*, where the said several Offences were committed, for the Use of the Poor of the said Parish: And in Case no Distress can be had, and that the said *Alexander Stuart* shall not pay the Forfeitures aforesaid, that then you set him in the Stocks, there to remain for the Space of two Hours, and no more. Given under my hand and Seal, &c.

The Form of the Conviction, as contained in the Act
19 Geo. 2. c. 21.

Middlesex, } **B**E it remembered, That on the
—to wit. } — Day of — in the —
Year of his Majesty's Reign, A. B. was convicted
before me (one of his Majesty's Justices of the Peace
for

Swearing.

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for the County, Riding, Division or Liberty aforesaid;) or before me (Mayor, Justice, Bailiff, or other Chief Magistrate of the City or Town of — within the County of — *as the case shall be*) of Swearing one or more profane Oath or Oaths, or of Cursing one or more profane Curse or Curses (*as the Case shall be*). Given under my Hand and Seal the Day and Year aforesaid.

The Justice usually summons the Offender before he convicts him, which may be as followeth :

The Summons.

Middlesex, } **W**HEREAS Information on Oath to wit. } was this Day made by C. D. before me (one of his Majesty's Justices of the Peace for this County) that A. B. of the Parish of *St. Clements Danes*, Baker, on the same Day and in the said Parish, in the Presence and hearing of him the said C. D. swore five profane Oaths: These are therefore to command and require you forthwith to cause the said A. B. to be and appear before me or some other of his Majesty's Justices of the Peace for the said County, to shew Cause (if he can) why he should not be convicted of the said Offence, pursuant to the Act of Parliament in that Case lately made and provided. Given under my Hand and Seal this tenth Day of *November* in the Year of our Lord, 1753.

The Mittimus on Conviction for not paying the Penalty.

To, &c. and to, &c.

Middlesex, } **W**HEREAS A. B. of the Parish of to wit } *St. Clements Danes*, Baker, was this Day duly convicted before me (one of his Majesty's Justices of the Peace for the County aforesaid) of swearing five profane Oaths, whereby he has forfeited the Sum of ten Shillings, which he hath refused to

H h pay.

pay, or to give Security for the same to my Satisfaction: These are therefore to command you the said Constable to convey the said A. B. to the said House of Correction; and you the Keeper of the said House of Correction to take and receive the said A. B. and to keep him to hard Labour for the Space of ten Days, pursuant to the Act of Parliament in that Case lately made and provided. Given, &c.

TREASON.

Information against a Person coining.

Bed. ss. The Information of *Abraham Betts*, of *Sandy*, in the County of *Bedford*, Yeoman, taken upon Oath before me *William Brown*, Esq. one of his Majesty's Justices of the Peace for the County aforesaid, the third day of *August*, in the 28th Year of King *George the Second*, *Annoq. Dom. 1754.*

THIS Informant, on his Oath, deposeth and saith, that on the 27th day of *July* last past, in the House of *Charles Dawson*, situate at *Biggleswade*, in the County aforesaid, known by the Sign of the *Crown*, *Edward Fish* of the Parish of *Biggleswade* aforesaid, Silversmith, had in his Possession divers Moulds and Tools made use of in the Clipping and Coining of Money, and that he, this Informant, saw the said *Edward Fish* coin six silver Shillings, and four silver Six-pences, in imitation of the King's Coin: And further, that he saw the said *Edward Fish* offer two Shillings thereof in Payment to *John Simms* of *Langford* in the said County, Butcher, at *Biggleswade* aforesaid, who refused the same, as justly fearing they were counterfeited,

*Taken upon Oath the Day and
Year aforesaid*

W. B.
Warrant

Warrant to apprehend a Person for Coining.

Bed. ff. *To the Constables of Biggleswade in the said County of Bedford.*

WHEREAS *Abraham Betts* of *Sandy* in the County aforesaid, Yeoman, hath this Day made Oath before me *William Brown*, Esq; one of his Majesty's Justices of the Peace for the County aforesaid, that on the 27th Day of *July* last *Edward Fish* of the Parish of *Biggleswade* aforesaid, did coin several Pieces of Money, viz. six Silver Shillings and four Silver Sixpences, at the House of *Charles Dawson*, situate in *Biggleswade* aforesaid, in Imitation of the King's Coin, contrary to Law: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *Edward Fish*, and to bring him forthwith before me or some other of his Majesty's Justices of the Peace for this County, to be examined in the Premises, and to be dealt with according to Law. Given under my Hand and Seal, &c.

Examination of a Person apprehended for Coining.

Bed. ff. *The Examination of Edward Fish of Biggleswade in the said County of Bedford, taken before me John Smith, Esq; one of his Majesty's Justices of the Peace for the County aforesaid, the 8th Day of August in the Twenty Eighth Year of King George the Second, Anno; Dom. 1754.*

THE said Examinant, being duly examined, deposeth and saith, That as to what he is charged with by *Abraham Betts* of *Sandy* in the County aforesaid, relating to Coining of Money, &c. he knoweth nothing thereof, but is entirely innocent, though he confesseth, That on the 27th of *July* last he was

at the House of *Charles Dawson* in *Biggleswade* aforesaid, as set forth in the said *Abraham Betts*'s Information, and that he was handling of Money, and holding two or three Shillings near the Candle, to discover whether the same were good or not, it being Money he received that Evening by Candle-light; but that he coined any Shillings or Sixpences, or other Money, or used any Moulds or Tools for Coining of Money, as the said *Abraham Betts* deposes, he denies the same, or that he ever had any Hand in such Act.

*Taken by me the Day and
Year aforesaid.*

Warrant to apprehend a Person for Coining of Money, and to seize his Instruments, &c.

Bed. ff. *To the Constables of Potton in the said County.*

WHEREAS *Adam Bridges* of *Potton* aforesaid, hath this Day made Oath before me, that on *Monday* last past, at the House of *Charles Dawson* situate in *Potton* aforesaid, he being in the next Room to a private Shop or Warehouse of the said *Charles Dawson* (who is by his Trade a Silversmith) through a Hole or Cranny in the Partition-Wall, or Door, saw the said *Charles Dawson* busy with many Tools and Instruments in making and moulding some white Pieces of Metal of a round Form, and about the Size of Shillings and Half Crowns, which he took to be the Coining of Money: These are therefore, in his Majesty's Name, to require and authorize you to apprehend the said *Charles Dawson*, and seize the Tools and Instruments and Money, which you can find in the Shop or House of him the said *Charles Dawson*; and that you do bring him, together with the said Tools and Instruments, and Money (if any such you can find) before me or some other of his Majesty's Justices of the Peace for this County, to be examined concerning

concerning the Premises, and to be dealt with according to Law. Given under my Hand and Seal, &c.

Warrant to commit a Person for melting Bullion, not lawful Silver, but supposed to be Clippings.

Bed. ff. *To the Constables of Southill in the said County of Bedford, and to the Keeper of his Majesty's Gaol in and for the said County.*

WHEREAS a large Quantity of Bullion hath been lately found and seized in the Possession of *Charles Dudley* of *Southill* aforesaid, Goldsmith, which before the Melting thereof was suspected to be unlawful Silver, and the Clippings of Money: And whereas, upon the Examination of the said *Charles Dudley* taken before us upon Oath this present Day, he hath not been able to make sufficient Proof that the said Bullion, before the Melting thereof, was not current Coin or Clippings of such Coin, according to the Statute in that Case made and provided: These are therefore, in his Majesty's Name, to require and authorize you, the said Constables, to convey the said *Charles Dudley* to the said Gaol, and to deliver him to the Keeper thereof: And you the said Keeper are hereby required to receive the said *Charles Dudley* into your Custody, and him safely to keep until he shall be from thence delivered by due Course of Law. Given under our Hands and Seals, &c.

Warrant and Commitment of a Person for conspiring against his Majesty.

Bed. ff. *To the Constables of the Parish of Luton in the said County of Bedford, and to the Keeper of his Majesty's Gaol there.*

WHEREAS *Adam Ball* of *Luton* aforesaid, Ironmonger, was this Day brought before me, and charged by the Oath of *Charles Dawson* of
H h 3
Luton

Luton aforeſaid, Barber, with High Treason, in-conſpiring to levy War againſt his Maſteſty [or in counterfeiting the current Coin of this Realm, &c.] Theſe are therefore, in his Maſteſty's Name, to require and authorize you, the ſaid Conſtables, to take the ſaid *Adam Ball*, and to convey him to the Gaol aforeſaid, and deliver him to the Keeper thereof: And you the ſaid Keeper are hereby required to receive the ſaid *Adam Ball* into your Cuſtoſty, and him ſafely to keep until he ſhall be diſcharged by due Courſe of Law. Given under my Hand and Seal, &c.

T R E E S.

Warrant to apprehend a Perſon for deſtroying Timber-Trees.

Bed. II. *To the Conſtables of the Pariſh of Sandy in the ſaid County of Bedford.*

WHEREAS Complaint hath been made before me, by *Edward Smith* of the Pariſh of *Sandy* aforeſaid, That on the third Day of *July* laſt *Charles Driver* of the ſaid Pariſh of *Sandy*, did maliciously cut and ſpoil one Timber-Tree, belonging to him the ſaid *Edward Smith*, in a Ground called *Home-Cloſe*, contrary to the Statutes made for Preſervation of Timber and Woods: Theſe are therefore, in his Maſteſty's Name, to require and authorize you, the ſaid Conſtables, and either of you, to apprehend the ſaid *Charles Driver*, and that you bring him before me or ſome other of his Maſteſty's Juſtices of the Peace for this County, in order to an Adjudication of the Offence, and Awarding the Punishment, which the Statute requires. Given under my Hand and Seal, &c.

Committal

Committal of a Person for cutting down Trees in the Night-Time.

To the Keeper of his Majesty's Gaol at K. in the County of ———

County of } I Send you herewith the Body of A. B.
— to wit. } of C. in the said County, Labourer,
brought before me this Day, and charged with the
felonious cutting down, and carrying away on Tues-
day Night last, two Ash-Trees which were growing
on the Lands of C. aforesaid, and belonging to D. E.
of C. aforesaid, Esq. These are therefore, in his
Majesty's Name, to command you, that immediately
upon Sight hereof, you receive the said A. B. into
your Custody, and him safely keep in the said Gaol,
till he shall be from thence delivered by due Course
of Law: Hereof fail not. Given ———.

TURNPIKES.

Warrant to apprehend People for not doing their Duties on the Turnpike-Road.

Bed. ff. *To the Constables of Northill and Catdecot in the said County of Bedford.*

WHEREAS Complaint hath this Day been made before Sir William Smith and Owen Thomas Bromfall, Esq. two of his Majesty's Justices of the Peace for the said County, by William Haile of Everton against Edward Reynolds, Joseph Ravens, Edward Oliver, Thomas Gillians and James Deare, for not doing their Duty in the Turnpike-Road from Biggleswade-bridge to Altonberry-hill: These are therefore, in his Majesty's Name, to require and authorise you, on Sight hereof, to summon the said Edward Reynolds,
Joseph

Joseph Ravens, Edward Oliver, Thomas Gillians and James Deare, to appear before us at *Sir William Smith's*, at *Warden*, on *Monday* the 20th of this Instant, to shew Cause why they have not done their Duties, and to be further dealt with according to Law. Given under our Hands and Seals the 7th Day of *October*, 1753.

Warrant to levy the Penalty for driving Horses thro' Grounds to avoid a Turnpike.

Bed. ff. *To the Constables of Biggleswade in the said County of Bedford.*

WHEREAS *Charles Dixey* was this Day legally convicted before us, on the Oaths of *James Smith* and *John Barber*, of driving several Horses through a certain Ground adjoining to the Highway leading to *Biggleswade*, to avoid the Payment of the Toll due from all Persons passing the said Way, at the Turnpike of *Biggleswade* aforesaid, contrary to the Statute in that Behalf made and provided: These are therefore, in his Majesty's Name, to require and authorize you to levy the Sum of 10s. on the said *Charles Dixey*, by Distress and Sale of his Goods, for the Offence aforesaid. Given under our Hands and Seals, &c.

TITHES.

Summons to appear for Non-payment of Tithes.

Bed. ff. *To Adam Ball of Potton in the said County of Bedford.*

WHEREAS Complaint hath been made before us, two of his Majesty's Justices of the Peace for the County of *Bedford*, that you the said *Adam Ball*

Ball have refused to pay unto *Charles Dean*, Vicar of the Parish of *Sutton* in the said County of *Bedford*, the small Tithes due to him from you as by Law you ought: These are therefore to require you to appear before us at the Sign of the *Crown* in the said Parish of *Sutton* on *Monday* the 24th of *August*, to be examined concerning the Premises. Given under our Hands and Seals, &c.

Warrant to apprehend a Quaker for not paying his small Tithes.

Bed. ff. To the Constables of Statfold in the said County of Bedford, or either of them.

THESE are in his Majesty's Name to require and authorize you, that you cause *Edward Freeman* of your Town, Quaker, to appear before us and other of his Majesty's Justices of the Peace in and for the said County, at the *Crown* in *Northill*, on *Monday* the 14th day of *July* next, by Three of the Clock in the Afternoon, to answer the Complaint of the Reverend Mr. *Edward Brooks*, for refusing to pay him the small Tithes now due to him as Vicar of your Parish, and further to do as the Law shall direct. Given under our Hands and Seals this 26th Day of *June* 1754.

Order for one to pay his small Tithes.

Bed. ff. To *Andrew Bell* of the Parish of *Sutton* in the County of *Bedford*.

WHEREAS Complaint hath been made to us two of his Majesty's Justices of the Peace for the said County of *Bedford*, that *Andrew Bell*, being a Person commonly called a Quaker, hath refused to pay or compound for his small Tithes arising in the Parish of *Sutton* in the said County of *Bedford*: And whereas the said *Andrew Bell* hath been duly summoned

moned before us, and examined concerning the Truth and Justice of the said Complaint, and we do find that there is justly due from the said *Andrew Bell*, to the Vicar of the said Parish of *Sutton* the Sum of 40s. for small Tithes, for the two Years last past: We therefore, the aforesaid Justices, being neither of us Patron of the said Parish Church of *Sutton*, or any Ways interested in the said Tithes, do order and appoint the aforesaid *Andrew Bell* to pay or cause to be paid unto the said Vicar the aforesaid Sum of 40s. within ten Days after Notice of this our Order. Given under our Hands and Seals, &c.

Warrant to distrain for Non-payment of small Tithes.

Bed. ff. *To the Constables of Statfold in the said County of Bedford.*

WHEREAS *Andrew Bell*, being a Person commonly called a Quaker, hath been summoned to appear before us, two of his Majesty's Justices of the Peace for this County, to be examined for Non-payment of his small Tithes: And whereas we the said Justices did order the said *Andrew Bell*, to pay unto the Vicar of *Sutton* the Sum of 40s. within ten Days after Notice of the said Order: And whereas it appeareth unto me, *Philip Lancaster*, Esq; one of the said Justices, that the said *Andrew Bell* had due Notice of the said Order, but did and still doth refuse to pay the said Sum of 40s. These are therefore to require you forthwith to levy the said Sum of 40s. by Distress and Sale of the Goods and Chattles of the said *Andrew Bell*, rendering to him the Overplus, if any shall happen to be: And hereof fail not. Given under my Hand and Seal, &c.

WATCH.

WATCH.

A Mittimus to the House of Correction of a Person
taken in the Night by the Watch.

To, &c.

Bedfordshire, } WHEREAS A. B. was this pre-
to wit. } sent Day brought before me,
C. D. Esq. one of his Majesty's Justices of the Peace
for this County, the said A. B. being taken last Night
by the Watch, set by the Constable in the Town of
Bedford, in the said County, and charged with wan-
dering Abroad at unreasonable Times of the Night,
and also with other disorderly Behaviour: These are
therefore to require you to take the said A. B. into
your Custody, and him safely to keep until he shall
be discharged by due Course of Law; and in the mean
Time to make him labour, allowing him such Mainte-
nance as he shall earn, and you are to punish him as
by Law is required: You are likewise required to
bring him to the next Quarter-Sessions. Given, &c.

Warrant to distrain for the Assessment according to
the Statute 9 Geo. 2. *for regulating the Nightly
Watch of St. Martin's in the Fields, Com. Middle-
sex.*

To the Collectors of, &c.

Westminster, } WHEREAS Complaint hath been
to wit. } made unto us, two of his Ma-
jesty's Justices of the Peace for the City of *Westmin-
ster*, that J. O. of, &c. being duly assessed in the
Sum of 8s. for his half-yearly Assessment, for and to-
wards defraying of the Expence of the Nightly
Watch for the Parish of *St. Martin in the Fields*
within the said City, pursuant to the late Act of Par-
liament

liament in that Behalf made and provided, hath and doth neglect or refuse to pay the same as by Law he ought: These are therefore to command you, that forthwith you or one of you, do levy the said Sum of 8s. upon the said J. O. by Distress and Sale of his Goods, rendering to him the Overplus, if any, after a Deduction of reasonable Charges of the Distress and Sale; and in Default of such Distress, that then you certify the same to us. Given, &c.

Form of a Mittimus where a Distress cannot be found.

To, &c. and to the Keeper of the common Gaol, &c.

Westminster, } **WHEREAS** it appears unto us,
to wit. } two of his Majesty's Justices of
 the Peace for the City of *Westminster*, that J. O. of
 &c. being duly assessed in the Sum of 8s. for his half
 yearly Assessment for and towards the defraying of
 the Expence of the Nightly Watch, for the Parish of
St. Martin in the Fields, within the said City, pur-
 suant to the late Act of Parliament in that Behalf
 made and provided, hath and doth neglect to pay the
 same as by Law he ought, and thereupon a Warrant
 was directed to the Collectors, &c. under our Hands
 and Seals, to levy the same by Distress and Sale of
 the Goods of the said J. O. And whereas it also ap-
 pears unto us, that the said J. O. hath no Goods
 and Chattels upon which a Distress may or can be
 made; We do therefore herewithal send you the Bo-
 dy of the said J. O. commanding you to receive him
 into Custody, and him there safely keep until Pay-
 ment thereof. Given, &c.

WEIGHTS *and* MEASURES.

Warrant to levy the Penalty on a Baker for selling Bread not of due Weight. *

Cantob. ff. *To the Constables of the Parish of Cottenham in the said County, and either of them.*

WHEREAS Complaint hath been made unto us, two of his Majesty's Justices of the Peace for the County aforesaid, that *Andrew Barber* of the Parish of *Cottenham* in the said County did, on the 25th Day of *March* last past, at *Barton* in the County aforesaid, (there being no Mayor, Bailiff, Alderman or Chief Magistrate of the said Place) expose to Sale Bread wanting its due Weight.

We therefore, pursuant to the Statute, did cause the said Bread to be weighed before us, at *Barton* aforesaid, within three Days after it was baked; and it then wanted an Ounce or more of its Weight, whereby the said *Andrew Barber* hath forfeited five Shillings: * These are therefore, in his Majesty's Name, to require you and either of you, to levy the said Penalty on the Goods and Chattels of the said *Andrew Barber*, by Distress and Sale thereof: and that you pay the same to *James Smith* of *Barton*, aforesaid, who informed us of the said Offence. Given under our Hands and Seal, &c.

* *If less than an Ounce, it is 2s. 6d.*

W I N D O W S.

Warrant against a Person for breaking Windows.

To the Constable of the Parish of ———

County of *Dub-* } **W**HEREAS Complaint hath
lin, to wit. } this Day been made unto
 me by A. B. of C. in the County aforesaid, that C. D.
 of C. aforesaid, did, on the second Day of this in-
 stant *August*, break the Windows of the said A. B. in
 the Parish of C. aforesaid: These are therefore, in his
 Majesty's Name, to command and require you to take
 and apprehend the said C. D. and bring him before
 me, or some other Justice of the Peace for this Coun-
 ty, to answer the Premises, and you are also to give
 convenient Notice to the said A. B. of the Time and
 Place, when, and before whom, you shall bring the
 said C. D. to the End the said A. B. may then and
 there be also personally present to make appear the
 Offence aforesaid. Hereof fail not. Given —.

Warrant to levy the Forfeiture.

To the Constable of ———

County of *Dub-* } **W**HEREAS C. D. of C. in the
lin, to wit. } County aforesaid, hath this
 Day been duly convicted before me of breaking the
 Glass Windows of A. B. in the Parish of C. aforesaid,
 by Reason whereof, and by Force of the Statute in
 that Case made and provided, the said C. D. hath for-
 feited the Sum of five Pounds to the Informer, over
 and above the Damage done to the said A. B. which
 upon Oath made thereof, before me, amounts to the
 Sum of twenty Shillings: These are therefore, in his
 Majesty's Name, to command you, forthwith to levy
 the said Sums of five Pounds and twenty Shillings on
 the Goods of the said C. D. by Distress and Sale there-
 of,

of, rendering to him the Overplus; and that you pay the said Sum of twenty Shillings to the said A. B. and the said Sum of five Pounds to E. F. of C. aforesaid, who informed me of the said Offence; and if no sufficient Distress can be had, and if the said C. D. shall not forthwith pay the said Forfeiture and Damage, that then you cause him to be publicly whipt. Hereof fail not. Given —.

WOODS.

Warrant to search for Wood that was stolen.

Bedfordshire, } **W**HEREAS Complaint has been to wit. } made unto me (one of his Majesty's Justices of the Peace for the said County) by A. B. of *Potton* in the said County, that within one Month last past several Quantities of Hedge and other Wood that did properly belong unto him are stolen, the Prosecution whereof not amounting to Felony: These are therefore to require you forthwith to make strict and diligent Search in the Houses, Out-houses, and other Places belonging to such Person or Persons within your Precinct as are of evil Fame; and if upon your Search you shall find any Wood properly belonging unto the said A. B. then you are forthwith to bring such Person or Persons, in whose Custody the same shall be found, before me or some other of his Majesty's Justices of the Peace for this County to be proceeded against according to Law. Given, &c.

C O N T E N T S

OF THE

COLLECTION OF PRECEDENTS,

RELATING TO THE

OFFICE OF JUSTICE OF PEACE.

APPRENTICES.

WARRANT to bring a disorderly Apprentice
and his Master before a Justice *Page 13*

—— To apprehend an Apprentice for leaving his
Master *ibid.*

—— On Complaint of an Apprentice *14*

Discharge of an Apprentice *ibid.*

ARTIFICERS.

Warrant to apprehend an Artificer going to leave the
Kingdom *15*

BARRATRY.

An Indictment for Barratry *16*

BASTARDY.

Examination of one with Child of a Bastard *ibid.*

Warrant to apprehend the reputed Father of a Bastard
Child *18*

Another Examination of a Woman with Child of a
Bastard *ibid.*

Another Examination, &c. *18, 19*

Mittimus of the Mother of a Bastard to the House of
Correction *17*

Mittimus



C O N T E N T S.

Mittimus of the reputed Father to Gaol, for want of Sureties	<i>Page</i> 20
Warrant to bring the reputed Father and Mother and Witnesses before Justices	<i>ibid</i>
Order of two Justices for the Maintenance of a Bastard [as practised in <i>England</i> .]	21
Warrant to apprehend a Woman, on Suspicion of having murdered her Bastard	22
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